

**INVITATION TO TENDER NO. ACER/OP/ADMIN/03/2013**  
**FOR THE PROVISION OF MEDICAL SERVICES FOR THE AGENCY**  
**FOR THE COOPERATION OF ENERGY REGULATORS**

Open tender procedure

**TENDER SPECIFICATIONS**

**1. Title of the invitation to tender**

Provision of medical services for the Agency for the Cooperation of Energy Regulators, tender no. ACER/OP/ADMIN/03/2013.

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, legally established in 2009 by Regulation (EC) No 713/2009<sup>1</sup> and operational since 2010. Based in Ljubljana, the Agency plays a central role in the liberalisation and integration of the EU's electricity and natural gas markets.

The Agency works towards a competitive, sustainable, secure and transparent Internal Energy Market in electricity and natural gas for the benefit of all EU consumers. Its overall mission is to assist national energy regulatory authorities (NRAs) to perform their duties at the EU level and to coordinate their actions whenever necessary. The Agency works closely with NRAs, but also with EU institutions, European associations of stakeholders and market participants, especially the European Networks of Transmission System Operators (ENTSOs).

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

- supporting 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 ten-year network development plans with a view to making sure that these are in line with priorities set at EU level. Additional tasks in this area will soon be assigned to the Agency by the new Regulation on guidelines for trans-European energy infrastructure, which is expected to be adopted in 2013;
- 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 oversight of the wholesale energy trading.

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<sup>1</sup> Regulation (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.

### **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 pre-employment and annual medical tests.

Staff members employed by the Agency are subject to the Staff Regulations of Officials of the European Communities and the Conditions of Employment of Other Servants of the European Communities (Council Regulation Nr. 259/68 of 29 February 1968, amended by the Council Regulation No. 723/2004 of the 22 March 2004). The Agency's staff members are not subject to national employment laws, nor are they members of national health and social security schemes.

The Contractor has to be able to fulfil the Agency's staff members' needs which vary in line with the growth of the Agency. The current estimates about the staff development are described below.

The staff working at the Agency originates from the Member States of the European Union. The number of staff entitled to medical services, either for pre-employment or annual medical tests, will be up to 65 by the end of 2013. This number is expected to grow in 2014.

#### **3.1 Specific objectives**

All staff to be recruited by the Agency is required to undergo a comprehensive pre-employment medical examination before being recruited.

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

The selected Contractor is requested to carry out the tasks of a Medical Centre in charge of:

- a) Pre-employment medical examination of candidates in accordance with the list of elements in point 3.2.1;
- b) Annual medical examination of the Agency's staff in accordance with the list of elements outlined in point 3.2.2;
- c) Availability for meetings with the Agency's management.

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

All working documents and forms that the selected Contractor will require the Agency's staff members to read, fill in and sign, must be made available in English. The forms to be used for the medical examination are included in Annex A to these tender specifications.

### 3.2 Description of the tasks

The selected Contractor will be requested to perform the following tasks:

#### 3.2.1 Pre-employment medical examination of candidates shall include the following:

- Anamnesis (case history) and exhaustive clinical examination with the medical questionnaire (see Annex A of the tender specifications)
- Doctor consultation
- Laboratory test:
  - Urine analysis
  - Blood: Sedimentation Rate, Urea, Uric acid, Creatinine, Glycaemia, Cholesterol, Triglyceride, HDL/LDL, Bilirubin, GGT, SGOT (ASAT), SGPT (ALAT), Seric protein > 50 years, Electrophoresis > 50 years, Cellognost sigma, Calcium, Hepatitis B, Hepatitis A, Hepatitis C, PSA Man > 45 years, TSH, CRP, Haematology (with formula and platelets), Iron, Ferritine, Transferrine - if Hemogl. Man < 13,0 – woman < 12,5, TPHA if sigma +, Alkaline phosphatase, AIDS - with the agreement and the signature of the staff member; Faecal Occult blood test > 45
  - Eye examination
  - Chest x-rays
  - ECG
  - Resting electrocardiogram

#### 3.2.2 Annual medical examination of staff shall include the following:

1. X-ray of the lungs, only if the medical doctor considers it necessary.
2. Laboratory tests:
  - Urine analysis.
  - Blood test: sedimentation rate, urea, uric acid, creatinine, glucose; syphilis serology (every 5 years), haemoglobin, erythrocytes with specifications, leucocytes with specifications, HIV antibodies (AIDS) only after discussion with the patient and his agreement and signature.
  - PSA for men from the age of 45 onwards.
  - Test for blood in stools (from the age of 45 onwards).
3. Women's health - Gynaecological screening:
  - Clinical examination.
  - Cytology test (PAP smear test).
  - Echography of the breast and mammography from the age of 40 onwards (if medically indicated, from the age of 35 onwards).
4. Men's health - Special screening for men from the age of 45 onwards:
  - Clinical examination.
  - Rectal examination of prostate.
  - Echography of prostate from the age of 50 onwards if medically indicated.
5. Back of the eyes/ eye pressure:
  - Every year in case of hypertension and diabetics.
  - Every two years.

### **3.3 Procedure for request for services**

#### **3.3.1 Pre-employment medical examination request**

The tenderer must be able to carry out the whole of pre-employment medical examination for one candidate within one single morning.

The Human Resources Section will send by e-mail, in English language, the request to the selected Contractor to carry out the pre-employment medical examination. The request will be sent with as much advance as possible and at least three (3) working days before the date when the programme is to be carried out.

The selected Contractor must confirm to the Human Resources Section by e-mail, within 24 hours, the acceptance of the request and the exact day and hour of the examination.

The selected Contractor carries out the tests and exams with a customer-oriented approach that limits delays and waiting lists, but not later than three (3) working days from the date of enquiry. In case the tenderer cannot comply with this deadline he has to indicate in the offer the minimum and the maximum notice needed to carry out the medical examination.

All communication needs to be done in English and all medical and support staff involved should be fluent in English.

The summary of the specialised reports and the summary report of the general practitioner shall be provided in English language.

The results of the tests together with the originals of all tests and exams must be dispatched, in a highly confidential manner (properly sealed and labelled 'Confidential' on top of the envelope), to the Agency's Human Resources Section, as soon as possible, and no later than seven (7) working days from the date when the pre-employment examination was carried out. The Agency will forward the medical file (see Section 9 for more details), as received by the Medical Centre, to the European Commission's Medical Service which is responsible for checking the completeness of the documents and providing recommendations to the Agency on aptitude for work and managing the medical files.

In case further examinations are considered necessary by the selected Contractor, it is requested to contact directly the European Commission's Medical Service and give all necessary information on their reasons. Any additional exams considered necessary by the Medical Centre and agreed by the European Commission's Medical Service and the Agency will be invoiced directly to the Agency.

The tenderer's commitment to dispatch the results of the tests within a time shorter than the limit of seven (7) working days from the date when the programme was carried out shall be considered favourably.

The selected Contractor is requested to provide the Agency, by the end of each month, a list of candidates who underwent the pre-employment medical examination the previous month including the date of the medical test.

#### **3.3.2 Medical annual examination**

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

The request of the medical appointment shall be sent by e-mail by the Human Resources Section in the English language, clearly specifying the name and the type of medical visit (i.e. annual) with the details on the prescription of the examinations.

The selected Contractor will confirm the acceptance of the request and the exact day (or the range of dates) and hour of the examination.

All communication needs to be done in English and all medical and support staff involved should be fluent in English.

The summary of the specialised reports and the summary report of the general practitioner shall be provided in English language.

The results of the tests together with the originals of all tests and exams must be dispatched, in a highly confidential manner (properly sealed and labelled 'Confidential' on top of the envelope), to the staff member who underwent the medical annual examination, as soon as possible, and no later than fourteen (14) working days from the date when the annual medical examination was carried out. The staff member will forward the medical file (see Section 9 for more details), as received by the Medical Centre, to the Agency's Human Resources Section 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.

Any complementary tests and exams or any additional laboratory tests carried out outside the aforementioned standard laboratory examinations (as described in point 3.2.2.) will not be Agency's liability. The concerned staff members should be made aware of it by the selected Contractor in advance and charged personally.

The selected Contractor is requested to provide the Agency, by the end of each month, a list of staff that underwent the annual medical examination during the previous month, including the date of the medical test.

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

### **3.3.3 Modification of requests for the pre-employment and annual medical examinations**

The Contractor must be able to guarantee the Agency a sufficient level of flexibility for the cancellation and request of modification of fixed appointments, in particular for pre-employment medical visits which are carried out for future staff members coming from abroad. This flexibility policy must be clearly indicated in the technical proposal.

## **4. Place of performance**

The place of performance of the services shall be the Contractor's premises within the area of Ljubljana or at any other place designated by the Contractor and agreed by the Agency.

The premises in which the services are performed should be suitable, accessible and facilitating access by people with different abilities.

A maximum of two (2) co-ordination meetings with the Agency will be held in 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 Contract, the second meeting after six (6) months, if deemed necessary.

## **5. Size of the contract**

The duration of the framework service Contract shall be one (1) year and may be renewed up to three (3) times, each time for an additional period of one (1) year. The total duration of the framework service Contract shall not exceed four (4) years.

The maximum total value of the Contract for the whole duration (4 years) is EUR 240,000.00, excluding VAT.

The estimated date for signature of the Contract is June 2013.

## **6. Contractual framework**

The services described above will be the subject of a single framework Contract.

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

The framework Contract does not constitute orders. Orders will be placed through requests for services resulting in specific contracts.

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

### **6.1 Modus operandi**

Within three (3) working days of a request for services being sent by the Agency to the Contractor, the Agency shall receive a notification from the Contractor confirming that the request has been received.

Within three (3) working days of a specific contract being sent by the Agency to the Contractor, the Agency shall receive it back, duly signed and dated.

### **6.2 Subcontracting**

If the tenderer intends to either subcontract a part of the work or realise the work in co-operation with other partners he shall indicate in his offer which part will be subcontracted, as well as the name and qualifications of the subcontractor and/or partner. The lead tenderer (contractor) remains solely liable for proper performance of the contract.

Subcontracting during the performance of the Contract is permitted only with the prior written consent of the Agency. The Contractor remains solely liable for proper performance of the Contract.

## **7. Contractors' obligations**

### Employment law applicable to transfers of undertakings:

Tenderers are reminded that their bid must be established in conformity with the applicable national and European employment legislation regarding the transfer of undertakings, and specifically Directive 2001/23/EC<sup>2</sup> and its national implementing measures. In particular, tenderers 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.

## **8. Payment methods**

The services will be invoiced on the basis of the services provided on a monthly basis against invoice, accompanied by the list of person(s) that underwent the medical exam(s) accompanied by a date(s), when the exam(s) was done.

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 Communities. Invoices presented by the Contractor must specify the amount(s) exclusive of VAT.

## **9. 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<sup>3</sup> on personal data protection.

Any medical information or associated medical information is strictly confidential and is relevant only to the person examined, to the Contractor and to the European Commission's Medical Service. No information on medical issues can be disclosed without the permission of the person concerned. The Human Resources Section of the Agency shall forward the results of the medical examinations to the European Commission's Medical Service without opening the envelope.

The results of the tests together with the originals of all tests and exams must be dispatched, in a highly confidential manner (properly sealed and labelled 'Confidential' on top of the envelope),

During the tests and exams the privacy of the patient needs to be protected. Therefore, upon arrival at the Medical Centre, the patient shall be assigned an anonymous reference which will be used to call and direct him/her during the tests and exams.

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<sup>2</sup> 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.

<sup>3</sup> 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 data.

## 10. Prices

- The price should be quoted in Euro.
- Under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities and Article 7 of the Seat Agreement between the Government of the Republic of Slovenia and the Agency for the Cooperation of Energy Regulators (Official Journal of the Republic of Slovenia no. 109/2010 dated 30.12.2010), 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 Contract.

At the beginning of the second year of the Contract, each price may be revised upwards or downwards. The revision shall be determined by the trend in the harmonised indices of consumer prices (HICP) MUICP for Slovenia published by the Publications Office of the European Union in the Eurostat monthly 'Data in Focus' publication.

- The unit prices quoted shall include all services as described in Section 3.
- No expenses incurred within the framework of the preparation of the tender will be reimbursed.

## 11. Submission of tenders

The tender must be accompanied by a **dated cover letter signed by the tenderer** and **duly completed reference table** (see Annex B of these tender specifications).

The tenderer's offer should include:

- A. Duly completed, signed and dated declaration of honour relating to the exclusion criteria and absence of conflict of interest as described in Section 12 of these tender specifications (form provided in Annex D to these tender specifications);
- B. All the documents relating to the selection criteria listed in Section 13 of these tender specifications;
- C. The technical tender, in line with the requirements for services as described in Section 3 of these tender specifications, which shall include:
  - a description of the organisation and methodology used by the tenderer to implement the contract,
  - a description of the premises where tests and exams will take place, including the confirmation that these premises are accessible to people with different abilities,
  - minimum notices for setting up the appointment, deadlines for the delivery of tests results and flexibility to adapt to complementary tests,
  - a description of cancellation policy which includes last minute cancellations and/or reappointments,
  - In case the offer involves subcontracting or the tender is submitted by a consortium or grouping of service providers, the tender must contain additional information as specified in Section 13 of these tender specifications.



- D. The financial offer based on the model in Annex II to the invitation to tender, signed and dated by the tenderer.

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

**The working language of the Agency is English.**

**12. Exclusion criteria**

Tenderers must prove that they are not in one of the situations giving rise to exclusion as described below, by providing the following information, evidence and documents with their tender.

***Exclusion from participation***

Tenderers will be excluded from participating in this procurement procedure if:

- a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) they have been convicted of an offence concerning their professional conduct by a judgment of a competent authority of a Member State which has the force of *res judicata*;
- c) they have been guilty of grave professional misconduct proven by any means which the Contracting authority can justify including by decisions of the European Investment Bank and international organisations;
- d) they are not in compliance with their obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established, or those of the country of the Contracting authority or those of the country where the contract is to be performed;
- e) they have been the subject of a judgment which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity, where such activity is detrimental to the European Union's financial interests;
- f) they are a subject of an administrative penalty for being guilty of misrepresentation in supplying the information required by the Contracting authority as a condition of participation in a procurement procedure or failing to supply this information, or having been declared to be in serious breach of its obligations under contracts covered by the European Union's budget.

**Evidence**

- 1. Tenderers shall provide a declaration on their honour, duly signed and dated, stating that they are not in one of the situations referred to above, using the form provided in Annex D to these tender specifications.
- 2. The tenderers to whom it is proposed to award the contract shall furnish, within a time-limit specified by the Contracting Authority and prior to the signature of the contract, the following evidence in support of their declarations:

The Contracting Authority will accept as satisfactory evidence that the tenderer is not in one of the situations described in points (a), (b) and (e) above, a recent extract

from the judicial record (issued less than 90 days prior to the deadline for the submission of the tender) or, failing this, a recent equivalent document (issued less than 90 days prior to the deadline for the submission of the tender), issued by a judicial or administrative authority in the country of origin or provenance, showing that those requirements are satisfied. Where the tenderer is a legal person and the national legislation of the country in which the tenderer is established does not allow the provision of such documents for legal persons, the documents should be provided for natural persons, such as the company directors or any person with powers of representation, decision making or control in relation to the tenderer. The contracting authority will accept, as satisfactory evidence that the tenderer is not in one of the situations described in point (d) above, a recent certificate (i.e. less than 90 days old on the date of the deadline for the submission of the tender) issued by the competent authority of the state concerned. The document must provide evidence covering all taxes and social security contributions for which the tenderer is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.

Where no document or certificate of the type referred to in the paragraph above is issued in the country concerned, and for the other cases of exclusion referred to in points (c) and (f), it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in the country of origin or provenance.

If the tenderer is a legal person, information on the natural persons with power of representation, decision making or control over the legal person shall be provided only upon request by the Contracting authority.

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

### ***Exclusion from award of contracts***

The Contract will not be awarded to tenderers who, during the procurement procedure:

- (a) are subject to a conflict of interests.

The Agency must ensure that, on the date on which the tender is submitted, no tenderer is subject to a conflict of interests; such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family, emotional life, or any other shared interest.

The Agency reserves the right to judge whether such a conflict of interests exists.

Tenderers are asked to declare:

- that they have not made and will not make any offer of any type whatsoever from which an advantage can be derived under the contract;
- that they have not granted and will not grant, have not sought and will not seek, have not attempted and will not attempt to obtain, or has not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to the award of the contract;
- that they will inform the contracting authority without delay of any situation considered a conflict of interests or which could give rise to a conflict of interests.

- (b) are guilty of misrepresentation in supplying the information required by the Contracting Authority as a condition for participation in the procurement procedure, or fail to supply this information.

Evidence:

Tenderers shall provide a declaration on their honour, duly signed and dated, stating that they are not in one of the situations referred to above, using the form provided in Annex D to these tender specifications.

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

**Tenders submitted by consortia or groups of service providers – tenders involving subcontracting:**

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 D to these tender specifications, confirming that none of the exclusion criteria for participation in or award of the contract apply to them.

In the case of tenders involving subcontracting, the tenderer proposed for award of the contract must furnish, within the time-limit specified by the Contracting Authority and prior to the signature of the contract, the declaration on their honour and/or the evidence listed above regarding exclusion criteria for participation in or award of the contract, 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.

**13. Selection criteria**

Tenderers must demonstrate that they have the necessary economic, financial, technical and professional capacity to perform the tasks described in Section 3 of these tender specifications in accordance with the payment schedule specified in the *draft contract* in Annex III to the invitation to tender.

Where the tender 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 provided at consortium or group level, or at the level of each member of the consortium or group.

Where the tender 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 upon the request of the Agency that they have the requisite economic, financial, technical and professional capacity.

An economic operator may, if necessary and for a particular specific 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 Contracting Authority that he will have at its disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal.

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 documentation reference tables shown in Annex B to these tender specifications:

### **13.1 Professional capacity**

- Duly completed and signed identification form (see Annex C to these tender specifications);
- Duly completed and signed financial identification form (see Annex E 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](http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_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;
- Duly completed and signed legal entity form (see Annex F 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](http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm)

### **13.2 Financial and economic capacity**

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

- Evidence of professional risk insurance cover for the medical services requested.
- Balance sheets or extracts from balance sheets for at least the last two (2) years for which accounts have been closed, where publication of the balance sheet is required under the company law of the country in which the economic operator is established.

In case of a consortium, audited accounts for each consortium partner shall be presented.

- A statement of the annual turnover for the last two (2) financial years for which the accounts have been closed. The minimum annual turnover of the tenderer shall be of **EUR 50,000.00** for each year. In case of a consortium, the annual turnover for each of the partners shall be presented.

The sum of the annual turnovers of each partner will be taken into account to reach the minimum annual turnover of **EUR 50,000.00** for each year.

### **13.3 Technical and professional capacity**

Proof of the technical and professional capacity of the tenderers shall be furnished by the following documents and minimum requirements:

- Proof that the tenderer is authorised to perform the medical services required in the tender under the Slovenian law, as evidenced by inclusion in the relevant official professional register.
- A list with a detailed description of similar services provided to private and/or public clients during the last two (2) years, proving that the tenderer is capable to cover all services required under this tender.

- A description of the internal structure of the Medical Centre, its organisational division, medical areas covered by the centre, information on the medical and administrative staff, and a description of the equipment in use for the performance of all requested examinations. The organisational chart of the Medical Centre shall be included.
- A list of doctors of the tenderer who shall carry out the required medical examinations and/or specialized medical examination in the Medical Centre.

**For tenders including subcontracting, the tenderer must submit:**

- A document stating clearly the identity, roles, activities and responsibilities of the subcontractor(s) and specifying the volume/proportion of the tasks of (each of) the subcontractor(s), as well as the description of the quality control measures they intend 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) stating its unambiguous undertaking to collaborate with the tenderer if they win the contract and the extent of the resources that it will put at the tenderer's disposal for the performance of the contract;
- In the absence of this, a document stating that the tenderer does not intend to subcontract and that he/she will inform the Agency about any change in this situation. The Agency reserves the right to judge if such change would be acceptable.

**For 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 contract;
- A letter signed by each member stating its commitment to execute the services in the tender clearly indicating its role, qualifications and experience;
- A document 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.

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.

## **14. Award criteria**

The Contract will be awarded to the tenderer who submits the most economically advantageous offer based on the following criteria and their weighting:

### **14.1 Technical quality**, with weighting for technical quality: 60 %

- Organisation and methodology that will be employed to perform the contract to ensure that the minimum requirements are met, as specified in these tender specifications. *A maximum of 70 points are assigned for this criterion.*
- Availability to provide tests and exams in the same premises. *A maximum of 10 points are assigned for this criterion.*

- C. Ability to meet the deadlines for setting up the appointment, delivery of tests results and flexibility to adapt to complementary tests as per minimum requirements specified in these tender specifications. *A maximum of 15 points are assigned for this criterion.*
- D. Cancellation policy. Flexibility referred to policy on last minute cancellations or reappointments. *A maximum of 5 points are assigned for this criterion.*

Tenders scoring less than 60 points in total or less than 60 % in the points awarded for each of the criteria will be excluded from further evaluation.

#### 14.2 Price, with weighting for price: 40 %

In order to evaluate the tenders, the Agency will calculate a total reference price, based on the reference price table duly filled in by the tenderer in Annex II to the invitation to tender. The total reference price has no contractual value.

The total reference price will be calculated as follows:

	SERVICE	PRICE in EUR (without VAT)	UNIT	MULTIPLIER COEFFICIENT	VALUE
A	B	C	D	E	F = C * E
1	Pre-employment medical examination of candidates		examination	* 0.40	
2	Annual medical examination of staff		examination	* 0.60	
	<b><u>TOTAL REFERENCE PRICE = VALUES 1 + 2</u></b>				

#### 14.3 Final evaluation

The formulae to calculate economically the most advantageous offer is:

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

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