

TENDER SPECIFICATIONS

Open call for tender 09/2018/OP/EITPROC for the provision of Medical Services

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List of Definitions	
Medical service provider	Registered / Authorised private or public medical centre or hospital that provides medical healthcare services
Medical Advisor	Doctor assigned by the medical service provider to provide professional opinion on medical conditions or specific cases, upon request of the agencies (EIT and/or CEPOL)
Occupational healthcare doctor/specialist	Licensed physician who specializes in treating patients with work-related illnesses or injuries.
Annual pack	The planned number of pre-employment and annual medical check-ups for a given year
Contract Manager	Assigned representative of the medical service provider responsible for the adequate implementation of the medical services contracted by the Agencies
General Practitioner (GP)	A treating physician who would serve as the first point of contact with the medical system for the agencies' staff members and who would provide comprehensive general care for their primary medical care (family doctor)
Annual medical examination	The annual medical examination is a planned annual medical examination of the staff members employed by the Agencies and consists of a clinical examination, blood and urine tests and supplementary examinations in case of need
Pre-recruitment medical visits	Medical examination used to screen individuals for risk factors that may limit their ability to perform a job safely and effectively
Value (indicative)	<p>The value of the contract is included in Section 3.4</p> <p>Please note that the value indicated are estimations only and the total value of the contract depends on the quantities the awarding authority will order.</p> <p>The EIT may exercise the option to increase the maximum contract value at a later stage via negotiated procedure without prior publication of a contract notice with the successful tenderer(s) according to Art. 134 (1) (e) of Commission Delegated Regulation (EU) No 1268/20121 on the rules of application of Regulation (EU, Euratom) No 966/20122 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union (hereinafter 'Rules of Application').</p>

¹ As amended by Commission Delegated Regulation (EU) 2015/2462 of 30 October 2015.

² As amended by Regulation (EU, Euratom) 2015/1929 of the European Parliament and of the Council of 28 October 2015.

1. INTRODUCTION

1.1. Background

The European Institute of Innovation and Technology (hereinafter referred to as the 'EIT') is a European Union body established by Regulation (EC) No 294/2008 of the European Parliament and the Council of 11 March 2008³. Its offices are located at Infopark – Building E, Neumann Janos utca 1/E, H-1117 Budapest, Hungary.

The EIT aims at addressing Europe's innovation gap to rapidly emerging as a key driver of EU sustainable growth and competitiveness through the stimulation of world-leading innovations with a positive impact on economy and society. The EIT is providing grants to Knowledge and Innovation Communities (KICs) in order to grow and capitalize on the innovation capacity and capability of actors from higher education, research, business and entrepreneurship from the EU and beyond through the creation of highly integrated KICs.

The European Union Agency for Law Enforcement Training (hereinafter referred to as "CEPOL") is an agency of the European Union dedicated to develop, implement and coordinate training for law enforcement officials. Since 1 July 2016, under its current legal mandate⁴, CEPOL's official name is "The European Union Agency for Law Enforcement Training". CEPOL's headquarters are located in Budapest, Ó utca 27, 1066 Hungary. It contributes to a safer Europe by facilitating cooperation and knowledge sharing among law enforcement officials of the EU Member States and to some extent, from third countries, on issues stemming from EU priorities in the field of security; in particular, from the EU Policy Cycle on serious and organised crime. CEPOL brings together a network of training institutes for law enforcement officials in EU Member States and supports them in providing frontline training on security priorities, law enforcement cooperation and information exchange. CEPOL also works with EU bodies, international organisations, and third countries to ensure that the most serious security threats are tackled with a collective response.

The general rules concerning the conditions of employment of EIT and CEPOL (hereinafter referred together as 'Agencies') staff, including medical issues, are governed by the Conditions of Employment of Other Servants of the European Community (hereinafter referred to as 'CEOS'), defined by the EU Regulation laying down the Staff Regulations of Officials and the Conditions of Employment of Other Servants of the European Economic Community and the European Atomic Energy Community (hereinafter referred to as 'Staff Regulations').⁵

As regards the medical services in question, in particular the following provisions are relevant:

- **Article 13 of the CEOS states that before being engaged a staff member of the temporary staff shall be medically examined by one of the institutions' medical officers in order for the institution to be satisfied that s/he fulfils the requirements of article 12 (2) (d). The same applies to contract staff in line with Articles 82(3)(d) and 83 of the CEOS.**

³ OJ L 97/1 of 9.4.2008, as amended by Regulation 1292/2013 of the European Parliament and of the Council of 11 December 2013 (OJ L 347/174 of 20.12.2013)

⁴ Regulation (EU) 2015/2219 of the European Parliament and of the Council of 25 November 2015.

⁵ <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A01962R0031-20170101>

- The legal provisions governing sick-leave related matters for EIT and CEPOL staff are Articles 16 and 91 of the CEOS and Commission Decision no. 92/2004 introducing implementing provisions on absences as a result of sickness or accident.
- According the Article 59 of the Staff Regulations, as well as and Articles 16 and 91 of the CEOS staff member shall undergo a medical check-up every year.

Comprehensive preventive medical services play an important role in ensuring the wellbeing and aptitude for work of the Agencies' staff. The Agencies are responsible for organising the preventive health care of its employees through their Human Relations sections (herein after referred to as "HR teams"), which consists of an annual medical examination. The Agencies also organise the pre-employment medical examinations of potential new staff members.

The staff may choose where to turn to for actual treatment of illnesses and the incurred costs are reimbursed under certain rules and conditions. For staff working in the Institutions and Bodies of the European Union, it is governed by the rules of the Joint Sickness Insurance Scheme (JSIS⁶). All staff including those with the Hungarian nationality is not covered by the Hungarian National Health Insurance Fund (Nemzeti Egészségbiztosítási Alapkezelő, previously Országos Egészségbiztosítási Pénztár - OEP).

The estimated number of staff members per year for the period 2019 – 2022 are as described below:

Age	EIT			CEPOL		
	Female	Male	Total	Female	Male	Total
Up to 40	19	8	27	16	9	25
40 to 45	15	14	29	15	9	24
46 to 49	5	7	12	9	6	15
50 to 60	3	3	6	2	6	8
Above 60	0	1	1	1	3	4
Total staff number	42	33	75	43	33	76

1.2. Purpose

⁶ <https://eur-lex.europa.eu/legal-content/EN/TXT/?qid=1524306836799&uri=CELEX:52004SC0480>

The main objective of the present procurement is to cover the medical services which are currently provided in Brussels, on the spot in Budapest, by establishing a framework service contract (hereinafter referred to as “framework contract”) for provision of medical services for EIT and for CEPOL to carry out the following tasks:

Task 1. Pre-recruitment medical examinations;

Task 2. Annual medical check-ups and possible follow-ups;

Task 3. Occupational medical advice and other services (outside the above indicated medical exams).

Optional services:

Considering that the Agencies are located in Budapest and the difficulties faced in these last years by staff members of both organizations in terms of access to quality health care services and taking into account language barriers and the lack of coverage by the Hungarian national health insurance scheme, the medical service provider is also invited to offer a corporate package or a financial discount from the pricelist for other services not listed in the tasks, including general practitioner services to the Agencies’ staff members and their families, that will be directly billed to the staff members.

The Agencies will act independently in the context of the implementation of the medical services.

The present tender specifications will become an integral part of the framework contract that will be concluded following the award procedure. Non-compliance with them during the performance of the contract may constitute a reason for EIT and CEPOL to terminate the contract.

2. TECHNICAL SPECIFICATIONS

2.1. Description of services and deliverables

A. Task 1: Pre-recruitment medical examinations

Description of services:

The medical service provider must organise and carry out all of the necessary examinations (see Annex IX) for the **pre-recruitment medical visits** for all (potential) new EIT and CEPOL staff members (i.e. ‘candidates’ receiving an offer of employment from the EIT or CEPOL).

The examinations shall be carried out according to the age indicators as specified in Annexes VIII and IX.

Taking into account the preferences of candidates to be treated either by a male or a female doctor, the contractor must be able to provide for treatment by both male and female practitioners, should the candidates require it. The medical service provider will be informed of such a request by the HR team of the respective Agency - at least 1 working day before the examination is planned to take place.

This service must also include the use of the European Union Institution's **medical questionnaire** and the completion of the anamnesis (medical history) for pre-recruitment provided in Annex IX.

The examinations as described in Annex VIII should not last longer than half a day. A privacy statement concerning the processing of personal data shall be given by the contractor to the candidate prior to the medical examination.

Estimated (maximum) number of examinations:

	2019	2020	2021	2022
Pre-recruitment medical examinations - EIT	7	7	7	7
Pre-recruitment medical examinations - CEPOL	12	12	12	12

Following pre-recruitment medical examinations:

- The Agencies will require a **medical clearance APT or NON -APT to work:** (Annex XII), in English, which states that the person is physically fit to perform the duties pertaining to the job. In the kick-off meeting, the Agencies shall provide guidance in relation to the definition of apt/non-apt, including the mechanism of placing a medical reservation. In the medical clearance no mention should ever be made to the health status of the staff member. This must be dispatched and sent to the respective Agency within a maximum of **10 working days** of the date of the pre-recruitment medical examination, at the very latest.
- The **results of the pre-recruitment medical examination** (in English) must be dispatched to the candidate concerned within a maximum of **10 working days** of the date of the pre-recruitment medical examination, at the very latest.

B. Task 2: Annual Medical check-ups

Description of services:

As indicated above, in line with the provisions of the Staff Regulations and CEOS, the EIT and CEPOL staff members are obliged to undergo an **annual medical examination** and the Agencies have to ensure that their staff members fulfill their obligation. To comply with this obligation, the Agencies will send a list of staff members to the medical service provider.

Based on the list provided the medical service provider will organise the schedule of the annual medical examinations within the period from January to November, each year. The medical service provider will be responsible for sending out an invitation to undergo the annual medical examination via email to the staff

members within the period mentioned above, always putting in copy the EIT's or CEPOL's HR functional mailbox. An email reminder will be sent by the medical service provider no later than 2 working days before the scheduled examination.

In case of the impossibility by the staff member to accept the proposed date because of business commitments, annual leave or last minute sick leave (1 day before), the medical service provider will have to provide a new schedule (date) free of charge.

The medical service provider is responsible for organising and carrying out the logistics of all the scheduled examinations for the annual medical visits for the EIT and CEPOL staff members, according to the staff member's job profile, and in accordance with the age indicators specified in Annex VIII.

A privacy statement concerning the processing of personal data shall be given by the contractor to the staff member prior to the medical examination.

The medical examination has to be carried out in two phases:

First phase: all tests indicated in Annex X, duration - maximum half working day;

Second phase: clinical examination and interview with the doctor (herein after referred to as medical advisor) will be scheduled. This should be organized by the medical service provider and provided in English to the staff member in question and should not last more than 2 hours. During the appointment the results of the test and examination will be explained to the staff member concerned. The issues coming from the Screening Questionnaire (Annex X) will be discussed during the meeting. The medical advisor will fill in the Clinical Examination form (Annex XII). S/he will issue a dated and signed certificate on aptitude for work, to be filled and inserted in the staff members' personal file. The certificate on aptitude for work should be issued by the medical service provider in English in three copies (one for the Agency, one for the medical file and one copy for the staff member) and countersigned by the staff member concerned. It must indicate whether the person is "APT" or "NON APT" to work for the type of work in question without disclosing any medical information.

The medical services should be performed by two occupational health doctors, to guarantee continuity of service. The doctors shall be available for visiting the EIT/CEPOL premises, if needed. If a staff member is a private patient of one of the doctors acting as the EIT/CEPOL medical advisor, s/he will be replaced by another doctor in cases concerning his/her patient while carrying out his/her duties as medical advisor.

Estimated (maximum) number of examinations:

	2019	2020	2021	2022
Annual medical checks - EIT	70	70	70	70
Annual medical checks - CEPOL	70	70	70	70

Additional tests:

Should further tests or treatments be found necessary on the basis of the results of the examination, staff members should, in general, be advised by the contractor to consult and follow-up such tests/treatments with their General Practitioner.

In case staff members request to undergo additional examinations with the medical service provider, not covered by the framework contract, the medical service provider is obliged to inform the staff member that extra fees are foreseen for any additional tests/exams/treatments and will be invoiced directly to him/her. Those extra fees will not be covered by the EIT or CEPOL.

Ordering of services foreseen under tasks 1 to 2:

At the beginning of the year, no later than 31 January, the HR team of the respective Agency (EIT and CEPOL) will send an estimate of the forecasted number of the medical examinations to take place for the respective year. Within 10 working days, the medical service provider will issue a planned schedule for the year.

Based on the planned schedule provided, each Agency, independently, will contact the medical service provider to order the annual pack: the planned number of the pre-employment and annual medical check-ups for the respective year.

Within five working days the duly signed and dated order form, shall be returned to the respective Agency. The medical service provider shall indicate to the Agencies a contact person and his/her contact details for exchange of correspondence related to the medical examinations and ordering services. On a monthly basis, the medical service provider will send to the EIT and respectively CEPOL a report on the services provided, that has to be attached to the monthly invoice sent to the respective Agency.

Each of the two Agencies will place the first order within one month from the signature of the framework contract. Ad-hoc requests for tasks 1 and 2 may be also submitted and should be treated in the same manner as the scheduled medical examinations: within 10 working days, the medical service provider will issue a planned schedule.

The medical service provider is expected to be able to guarantee continuity of services under task 1 and 2

C. Task 3: Occupational medical advice and other services

Description of services:

The medical service provider might be requested to provide occupational medical advice and other services to the Agencies HR teams as follows:

3.1 Occupational medical advice to be provided upon request of the Agencies:

3.1.a Advise the HR teams of the EIT and CEPOL on entitlement to part-time work, e.g. the gradual reintegration into the working routine, or teleworking on medical grounds. The estimated number of such requests is up to 5 per calendar year per each agency.

3.1.b The medical service provider may be requested to provide advice on health measures for the EIT and CEPOL staff members who are experiencing work related problems (e.g. stress or repetitive strain injury) or when the EIT/CEPOL needs advice on how to treat cases relating to sickness and associated absence or underperformance. The medical advisor may consult occupational health care specialists. The estimated number of such requests is up to 5 per calendar year per each Agency.

3.1.c The medical service provider may be requested to perform a specific medical check-up in the event of absence due to sickness of the staff members or of their family members (including contagious disease of members of the household of the staff members). In case the Agencies submit such a request, they shall provide further procedural guidance. The estimated number of such requests is up to 5 per calendar year per each agency.

3.1.d The medical service provider may be requested to assist EIT and CEPOL, in the context of invalidity procedures requiring the service of one doctor who will be member of an Invalidity Committee. The Invalidity Committee is composed of three doctors (one appointed by the Agency to which the staff member concerned belongs, one appointed by the staff member concerned and one appointed by agreement between the first two doctors) and its role is to assess whether the staff member concerned is invalid or not. In case the Agencies submit such a request, they shall provide further procedural guidance. The estimated number of such requests is up to 1 per calendar year per each Agency.

3.1.e The medical service provider may be requested to assist EIT and CEPOL, in the context of request for recognition of occupational disease requiring one doctor who will be member of a Medical Committee. The Medical Committee is composed of three doctors (one appointed by the Agency to which the staff member concerned belongs, one appointed by the staff member concerned and one appointed by agreement between the first two doctors) and its role is to deliver medical opinions on the facts submitted to it. In case the Agencies submit such a request, they shall provide further procedural guidance. The estimated number of such requests is up to 1 per calendar year per each Agency.

3.1.f Advise the HR teams of the EIT and CEPOL on staff members requests for special leave for travelling outside the place of employment for medical examinations or medical treatment. In such cases the opinion of the medical advisor is required in order to establish whether the request is reasonable. Staff members on sick leave, who wish to spend this leave in a place other than their place of employment, must ask permission from the Authority authorised to conclude contracts (EIT's or CEPOL's Director) beforehand. The decision shall be based on the opinion of the medical advisor. The estimated number of such requests is up to 5 per calendar year per each Agency.

3.1.g Give general recommendation and tailor advice on staff physical ergonomics (working postures, materials handling, repetitive movements, work related musculoskeletal disorders, workplace layout, safety and health). This may be through either one-to-one advice or through a general review of ergonomics with a presentation to staff. The estimated number of such requests is up to 5 per calendar year per each Agency.

3.2 Organise campaigns for vaccinations for staff members of each Agency:

In order to promote the health of staff members, the medical service provider may be asked to organise campaigns for vaccinations for staff members of each Agency (i.e. for seasonal influenza). The estimated maximum number of vaccination campaigns is of two campaigns per year, per Agency. The indicative maximum number of vaccinations for each campaign is of 40 staff members per Agency.

3.3 Occupational health and safety advice and training

The medical service provider may be asked to organise presentations on occupational health matters to staff and management for prevention of certain illnesses and upon the Agencies requests, estimated up to two times per year for each Agency. The duration of the presentation should not exceed 2 hours.

Ordering of services foreseen under task3:

Taking into account the unforeseen nature of the tasks described in point C, task 3, these shall be carried out upon ad-hoc requests via email request of the HR team of the respective Agency (EIT and CEPOL). The HR teams of the Agencies shall provide necessary documentation on the nature of the services required and specific needs of the Agencies. The medical service provider, as soon as possible, but not later than 5 working days will submit an offer for the requested services, which includes a timeframe for the service to be provided. The tasks described under point C, task 3 shall be charged as quoted by the medical service provider in the financial offer part A (Annex V).

The statistical data on the provided additional services shall be included in the monthly reports as described in point 2.2 Reporting.

Optional services (not subject to evaluation by the Agencies)

The two Agencies are located in Budapest, Hungary and their staff are international, and therefore not entitled to be covered by the Hungarian national health insurance scheme. In order to facilitate the access of the Agencies' staff to healthcare, the medical service provider is invited to offer medical advice /consultation and examinations upon request of the staff members and their families. The advice/consultation or examinations should take place based on appointment within normal working hours depending on the urgency of the medical status and if requested by the staff member in English. The expenses shall be borne by the staff members. The EIT or CEPOL shall not bear any financial responsibility.

In such case, the medical service provider shall submit a corporate package or a discounted price list for the staff members of the Agencies and their families. It shall consequently accept the EIT and CEPOL staff members at its medical centre for medical advice / consultation, and for examinations based on appointment any time within normal working hours of its medical centre, depending on the urgency of the medical status. In case a staff member of EIT and CEPOL requests an appointment at the contractor's medical centre outside of the annual medical or pre-employment examination, the EIT or CEPOL staff member will bear the expenses. The contractor will issue the medical results and a properly detailed invoice issued on the name of staff member in English, unless the staff member agrees on receiving the medical documents in Hungarian.

2.2. Reporting

The work carried out by the medical service provider under the framework contract will be the subject of the following reports:

Deliverable	Title and description	Agency
D1	Interim Reports – following the provision of medical services as described in tasks 1-3, monthly reports will be issued, to be attached to the monthly invoice. The reports should describe the services performed. They should contain: the number of examinations held, the name of the staff members and the timesheets of the medical services provided by the medical service provider.	Separately, for each Agency
D2	Ad-hoc reports – in unforeseen situations, upon separate request of the HR team of each Agency.	Upon request of EIT or upon request of CEPOL
D3	Annual Report – must indicate the number of booked visits on an annual basis, the attendance list, the number of re-scheduled visits, total number of no-show ups (if any), and any other relevant information or statistical data, as requested by the Agencies. The report has to be presented no later than 20 December of year in question.	Separately, per each Agency
D4	Final report – shall describe the services performed throughout the duration of the framework contract, the problems encountered and solutions found, any limitations or obstacles due to unforeseen problems (if applicable). It should be attached to the last invoice to be paid by the EIT in line with the contractual terms. The Final report must include: an executive summary in English of the main services provided and an abstract of no more than 200 words.	For EIT

Presentation and references:

The data in above reports shall be presented with an appealing layout, containing tables as well as appropriate graphics to illustrate the services provided.

All reports must be sent to the EIT and CEPOL by the contractor both in hard copy and electronic format, duly signed. They should have numbered paragraphs and pages and a clear identification, including:

- the contract number (not the call number),
- the title,
- the version (draft, revision or final) and
- the date.

The reports shall be in English.

2.3. Meetings between the Agencies and the medical service provider (contractor)

Following the signature of the framework contract, a **kick-off meeting** will take place after the signature of the framework contract between the EIT, CEPOL and the representative of the medical service provider at the EIT's premises.

During the implementation of the framework contract, the medical services provider (hereinafter referred to as “contractor”) may be requested to participate in **co-ordination meetings** (maximum three per year) with the EIT and respectively CEPOL. Any meetings will be scheduled at least 5 working days in advance to allow the contractor to plan its presence.

The costs of the contractor to participate in the meetings with the EIT and/or CEPOL shall not be invoiced and therefore will not be covered separately by the Agencies.

2.4. Other general provisions

2.4.1. Provision of services

The contractor shall appoint a **contract manager**. He or she shall be responsible for the overall management and administration of the framework contract including the organisation of appointment schedules, requests from and communication with the EIT and CEPOL, i.e. invoicing, etc. The nominated contract manager shall be able to communicate fluently in the English language. The contractor shall provide an e-mail address and phone number to which all communication shall be channeled.

The contractor shall ensure that sufficient provisions are made to ensure all **holidays/absences** of its staff are adequately covered, in order to ensure continuous provision of services subject to the contract during all regular working days in Hungary, from 08:00 to 18:00 during working days (Monday to Friday).

Tenderers are requested to provide in the offer the actual timetable for appointments, clearly showing in which days of the week appointments are possible for the delivery of tasks 1 and 2. They must also show that the tests take place consecutively as much as possible.

The tenderer shall describe the working method and working arrangements in place.

2.4.2. Location

As the EIT and CEPOL are based in Budapest, Hungary, the medical service provider’s premises must be located in Budapest, easily accessible by means of private and public transport.

Tenderers should give a full and detailed description of their premises and equipment to support the medical services.

If certain services applied to the staff member/candidate in person need to be performed in a different location (e.g. in the case of subcontracting) it should be reachable from the main location within a reasonable distance by means of public transport. The tenderer should provide the medical services within maximum 3 different locations (preferably in one location).

For tenderers who have passed the exclusion criteria (see point 4.1.2) and the selection criteria (see point 4.1.3) according to the information provided in the offer, the EIT and CEPOL reserve the right to visit the tenderer's premises for verification of the information submitted in the offer before concluding the framework contract. Visits will follow a coordinated appointment for which the tenderer in question shall provide a suitable date which shall be no later than five working days after having received the Agencies' request.

2.4.3. Use of languages

All communication (during the implementation of the framework contract, i.e. before, during and after the medical examination, orally and in writing) **must be carried out in English**.

Should the patient request so, the oral communication during the examination may be carried out in Hungarian.

2.4.4. Professional medical deontology

The medical service provider must respect the medical deontology required under Hungarian law for the accomplishment of the tasks foreseen in the framework contract.

The medical reports (i.e. medical clearance, medical certificates, and medical results) shall be provided in a clear and comprehensive way.

2.4.5. Liability

For the provision of all the tasks under the framework contract, the liability of the medical service provider shall be defined by Article II.6 of the framework contract (Annex VI), and on a subsidiary basis by the applicable Hungarian law.

In accordance with Article II.6:

- The EIT and CEPOL are not liable for any damage or loss caused by the contractor, including any damage or loss to third parties during or as a consequence of implementation of the framework contract.
- The contractor is liable for any loss or damage caused to the EIT or CEPOL during or as a consequence of implementation of the framework contract, including in the event of subcontracting, but only up to an amount not exceeding three times the total amount of the relevant order form. However, if the damage or loss is caused by the gross negligence or willful misconduct of the contractor or of its personnel or subcontractors, the contractor is liable for the whole amount of the damage or loss.

- The EIT and CEPOL are not liable for any loss or damage caused to the contractor during or as a consequence of implementation of the framework contract, unless the loss or damage was caused by willful misconduct or gross negligence of the contracting authority.
- Based on Article II.6.2, the Agencies request the contractor to possess an **insurance against professional risks and damage** as required by the relevant applicable legislation. It shall obtain supplementary insurance as reasonably required by standard practice in the industry. A copy of all the relevant insurance contracts shall be sent to the EIT and CEPOL should they so request.

2.4.6. Keeping medical information and medical files

The awarded medical service provider will be responsible for **keeping all necessary medical and administrative documents**, reports and files, etc., under the staff member's / candidate's name and retaining of all medical files in locked cabinets, with the results of relevant tests and any other supporting documentation. The medical service provider will have to retain all medical files for all of the medical services for the period of time requested by the EIT and CEPOL, including those of the pre-recruitment candidates and of staff members who have left EIT and CEPOL.

No additional payment will be made for keeping the medical information and medical files (its costs should be included in the prices of Task 1-3).

2.4.7. Confidentiality of medical information and medical files; protection of personal data

The medical service provider is required to ensure the **highest privacy in oral and written communication** regarding the **medical** and **administrative information** concerning the EIT and CEPOL staff members and pre-recruitment candidates.

The contractor shall ensure that its staff members performing the contract comply with all applicable rules and regulations with regard to the protection of personal data, especially – but not limited to:

- The applicable provisions of Regulation (EU) 2016/679⁷ 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 (General Data Protection Regulation, GDPR),
- Article II.9 (Processing of Personal Data) of the draft framework contract (Annex VI),
- The Data Protection Compliance Declaration (Annex XIII).

During the provision of the medical services, the contractor shall act as Data Processor in accordance with Article 28 of Regulation (EU) 2016/679.

⁷ OJ L 119, 4.5.2016, p. 1-88.

Medical information covers all health data (in particular the medical results, prescriptions and doctor referrals, laboratory tests), that have a link with the health status of a person. The medical information processed during the medical services shall be kept confidential between the person examined and the medical service provider. In exceptional cases, it may only be disclosed to other parties if the legal basis is ensured (i.e. if it is necessary for carrying out the Agencies' tasks in the public interest, it is required by law or if the data subject has given his/her consent). Therefore, as a general rule, the medical information shall be kept between the person concerned and the contractor, and shall not be disclosed to the EIT and CEPOL and/or other third parties.

Administrative information covers all the other information which do not fall under the category of medical information and which include administrative and financial data relating to the health (e.g. medical appointments scheduling, attendance certificate, medical clearance certifying the medical aptitude for work, invoices etc.). Administrative information shall be processed only insofar it is needed for the procedure in question (i.e. payment, reimbursement) and the administrative documents shall not include any medical information. The administrative documents may be processed by the EIT and CEPOL in order to complete the administrative and financial procedure.

As explained under point 2.1, under each task, a **privacy statement** concerning the processing of personal data shall be given by the contractor to the candidate prior to each examination. A privacy statement should be provided in English.

The contractor shall ensure **technical and organisational measures** to ensure the confidentiality of the medical information and the personal data processed by it. Therefore, all information obtained from the execution of services shall be **appropriately and securely stored/ saved** (electronically and in paper form).

The tenderers' legal representative shall sign the **Data Protection Compliance Declaration** (Annex XIII) and shall include it in the offer. This declaration shall cover the tenderer's staff members (health professionals subject to the obligation of professional secrecy and non-health professionals) and also the proposed subcontractors. **The medical service provider shall inform the Agencies of any intended changes concerning the addition and replacement of other processors, giving the opportunity to the Agencies to object such changes.**

During the implementation of the framework contract, the contractor is responsible for ensuring that its staff members and the proposed subcontractor(s), if applicable, comply with the declaration.

2.4.8. Hand-over at the end of the duration of the framework service contract

Two months before the expiry of the framework contract, the contractor shall prepare a **hand-over plan** to ensure the smooth finalisation of the services with a view to ensure the continuation of services by another potential contractor.

After the expiry of the framework contract and the last order form, the contractor shall not keep any document (which contains medical or administrative information) relating to the provision of medical services, with the exception of those which are required under the applicable national law (e.g. for medical supervisory reasons, for tax purposes). The documents shall be handed over to the EIT and CEPOL, in accordance with the written agreement with the EIT and CEPOL and the hand-over plan.

3. CONTRACTUAL INFORMATION

3.1. Nature of the contract

The contract to be concluded with the successful tenderer is **a framework service contract**.

In drawing up his bid, the tenderer should bear in mind the provisions of the standard framework contract attached to the tender specifications (Annex VI).

Submission of a tender implies acceptance of all the terms specified in the present specifications and in particular in the attached standard framework contract including the general conditions applicable to contracts.

All documents presented by the tenderers become the property of the European Union and are deemed confidential.

The EIT and CEPOL will not reimburse expenses incurred in preparing and submitting offers.

Completing the adjudication or the procedure of the call for tenders in no way imposes on the EIT and CEPOL an obligation to award the framework contract.

The Agencies shall not be liable for any compensation with respect to the tenderers if its tender has not been accepted, nor shall they be liable when deciding not to award the framework contract or any order form.

The tenderers should note that due to the expected adoption and entry into force of the new EU Financial Regulation and the new Data Protection Regulation in 2018, both applicable to all EU institutions and bodies (including the EIT and CEPOL), it is foreseen that the framework contract which will be signed by the EIT with the awarded contractor, will have to be amended by the parties in order to ensure compliance with the above mentioned regulations.

3.2. Participating in the tendering procedure

Participation in tendering procedures is open on equal terms to all natural and legal persons coming within the scope of the Treaties of the European Union⁸, and to all natural and legal persons in a third country which has a special agreement with the European Union on the conditions laid down in that agreement⁹.

3.2.1. Consortia

The tenderers may submit a joint offer by creating a consortium. In this case, each member of the consortium shall accept the terms and conditions set out in the tender specifications, the contract, as well as in all the relevant Annexes.

⁸ The Member States of the European Union

⁹ Countries of the European Economic Area (Norway, Iceland and Liechtenstein), Former Yugoslav Republic of Macedonia, Albania, Montenegro, Serbia, Bosnia and Herzegovina, Overseas Countries and Territories (OCT)

The offer must identify the consortium members by filling in the relevant points of the Tenders' Identification Form (Annex I). The tenderer shall clearly specify the role and tasks of each member of the consortium. The members of the consortium shall designate one member as consortium leader with full authority to bind the consortium and each of its members. Each consortium partner shall fill in, date and co-sign with the consortium leader a power of attorney (Annex Ia). The consortium leader shall act as a single point of contact with the EIT and CEPOL in connection with the present public procurement procedure.

In case of a joint offer, all members of the consortium will be jointly and severally liable towards the EIT and CEPOL for the performance of the contract.

3.2.2. Subcontracting

Subcontracting is allowed.

The offer must clearly identify the subcontractor(s) by filling in the relevant points of Annex I of these tender specifications and prove its willingness to accept tasks proposed to them by the tenderer (e. g. by way of enclosing a letter of intent (Annex Ib) of the subcontractors(s)). The offer shall describe which main task(s) will be subcontracted.

Once the contract has entered into force, the contractor shall retain full liability towards the Agencies for the performance of the contract as a whole. The Agencies will not have any direct legal commitment with the subcontractor(s).

3.3. Duration

The duration of the execution of the tasks shall not exceed **12 months**.

The framework contract shall enter into force on the day following the signature by the last contracting party. The service provision shall start as indicated in point 2.4.

The framework contract is renewed automatically up to 3 times for 12 months each, unless one of the parties receives formal notification to the contrary at least 1 month before the end of the ongoing duration. Renewal does not change or postpone any existing obligations.

3.4. Value of contract

The maximum overall value is **maximum EUR 300,000.00 EUR, three hundred thousand euro for the 4 year maximum duration** (excluding VAT).

EIT may at a later stage exercise the option to increase the maximum contract value via negotiated procedure with the successful tenderer in accordance with Art. 134 (1) (e) of Commission Delegated Regulation (EU) No 1268/2012 on the rules of application of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union.

3.5. Terms of payment

The payment shall be made in accordance with the provisions specified in the model of draft framework contract in Annex VI.

The total payment within the duration of the contract may not exceed the maximum volume laid down in point 3.4.

- **Pre-financing:**

No pre-financing is foreseen.

- **Interim payments:**

The contractor shall submit a request with the invoice for the interim payment each month to each Agency's Human Resources and Finance sections.

The invoice(s) shall be accompanied by the Interim Report(s) or any other document in accordance with the tender specifications (point 2.2).

The Agencies, provided that the report has been approved, shall make the payment within 30¹⁰ days from receipt of the invoice. The contractor shall have 20 days in which to submit additional information or corrections, a new Interim Report or other documents if it is required by the contracting authority.

- **Payment of the balance:**

The contractor shall submit a request with the invoice for the **payment of the balance, no later than 60 days after expiry of the framework contract.**

The invoice(s) shall be accompanied by the Final Report, subject to prior approval of the hand over report, or any other document in accordance with the tender specifications.

The Agencies, provided that the Final Report has been approved, shall make the payment within 60¹¹ days from receipt of the invoice. The contractor shall have 20 days in which to submit additional information or corrections, a new Final Report or other documents if it is required by the contracting authority.

4. CONTENT OF THE TENDER

The tender must include:

- (a) an **Administrative Part** including all the information and documents required by the Agencies for the evaluation the of tender on the basis of the exclusion and selection criteria set out in point 4.1 below;

¹⁰ 30 days if there is no report, maximum 90 days for complex contracts and 60 days for other contracts.

¹¹ 30 days if there is no report, maximum 90 days for complex contracts and 60 days for other contracts.

- (b) a **Technical Part** including all the information required by the Agencies for the technical evaluation of the tender as set out in point 4.2 below;
- (c) a **Financial Part** setting out prices in accordance with paragraph 4.3 of these tender specifications.

4.1. Administrative Part

The administrative part of the tender must contain the documents including the identification of the tenderer and to the exclusion and selection criteria (see Annex XIV Technical Proposal Form):

4.1.1. Tenderers' identification

This section should include the following information set out in the identification form, in Annex I:

1. **Tenderer's identification form** (Annex I): Prospective tenderers are requested to complete and sign the identification form. In case of joint tenders, please fill in Annex Ia (Power of attorney) for each consortium member; in case of subcontracting, please fill in Annex Ib (Letter of intent) for each subcontractor.
2. **Legal identification form** (Annex II) which must be filled in and signed by an authorised representative, and should be accompanied by a copy of **official document(s)** (official gazette, company register etc.) showing the name of the legal entity, the address of the head office, and the registration number given to it by the national authorities. In case the official document mentioned does not contain information on your VAT number, a **copy of the VAT registration document should also be attached/included**.
3. **Financial identification form** (Annex III) which must be filled in and signed by an authorised representative of the tenderer and his/her banker. As an alternative to the signature, a copy of a bank statement by hiding the turnover data which is not older than 3 months will be accepted.

4.1.2. Exclusion criteria and evidence

Tenderer or tenderers shall be excluded from participation in a procurement procedure if:

- (a) the economic operator is bankrupt, subject to insolvency or winding-up procedures, where its assets are being administered by a liquidator or by a court, where it is in an arrangement with creditors, where its business activities are suspended, or where it is in any analogous situation arising from a similar procedure provided for under national laws or regulations;
- (b) it has been established by a final judgment or a final administrative decision that the economic operator is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the law of the country in which it is established, with those of the country in which the contracting authority is located or those of the country of the performance of the contract;

- (c) it has been established by a final judgment or a final administrative decision that the economic operator is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the economic operator 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 selection criteria or in the performance of a contract;
 - (ii) entering into agreement with other economic operators with the aim of distorting competition;
 - (iii) violating intellectual property rights;
 - (iv) attempting to influence the decision-making process of the contracting authority during the procurement procedure;
 - (v) attempting to obtain confidential information that may confer upon it undue advantages in the procurement procedure;
- (d) it has been established by a final judgment that the economic operator is guilty of any of the following:
 - (i) fraud, within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995 (1);
 - (ii) corruption, as defined in 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 (2), and in Article 2(1) of Council Framework Decision 2003/568/JHA (3), as well as corruption as defined in the law of the country where the contracting authority is located, the country in which the economic operator is established or the country of the performance of the contract;
 - (iii) participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA (4);
 - (iv) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council (5);
 - (v) terrorist-related offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA (1), respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;
 - (vi) child labour or other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council (2);
- (e) the economic operator has shown significant deficiencies in complying with main obligations in the performance of a contract financed by the 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 an authorizing officer, OLAF or the Court of Auditors;

- (f) it has been established by a final judgment or final administrative decision that the economic operator has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95 (3).

Contracts may not be awarded to tenderers who, during the procurement procedure:

- (a) are subject to a conflict of interest;

The verification of conflicting situations giving grounds for exclusion under Article 106 of the Financial Regulation concerns tenderers, consortium members and subcontractors, but also any person of the tenderer (or consortium member, subcontractor) with powers of representation, decision-making or control in relation to the tenderer (or consortium member, subcontractor).

The notion of 'conflict of interest' under the exclusion criteria will be applied in accordance with Article 57 of the Financial Regulation and Article 32 of the Implementing Rules. According to Article 57, a conflict of interest exists where the impartial and objective exercise functions – in the present case, the impartial and objective implementation of the contract – is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest.

This assessment will be carried out based on all the documents and information provided, if necessary (e.g. in case of doubt), the EIT will ask for clarifications or additional information regarding the issue.

As a result, the tender that is found to be in conflict of interest shall be excluded. The tenderers shall note that having found the tenderer itself, and/or one or more consortium member(s), and/or one or more subcontractor(s) in conflict of interest will lead to the rejection of the whole offer.

- (b) are guilty of misrepresenting the information required by the contracting authority as a condition of participation in the contract procedure or fail to supply this information;
- (c) find themselves in one of the situations of exclusion, referred to in paragraph 4.1.2, for this procurement procedure.

Evidence:

The tenderers shall certify that they are not in one of the situations listed above by completing and signing the 'Declaration of honour' (Annex IV).

4.1.3. Selection criteria and evidence

By submission of an offer the tenderer confirms that it has the economic and financial, technical and professional capacity to provide the requested services according to the tender specifications and the payment schedule specified in the draft framework contract.

A. Economic and financial capacity criteria

Tenderers are required to provide sufficient information of their financial standing and more particularly proof that they have the necessary resources and financial means to carry out the work that is the subject of the tender.

The Agencies shall have sole discretion assessing the tenderers' economic and financial capacity with regard to the criteria set out below, and where it considers this insufficient, the right to reject any offer.

Economic and financial capacity criteria:

In order to be economically and financially capable to provide the service, tenderers (i.e. in case of joint tender, the combined capacity of all members of the consortium and identified subcontractors) must demonstrate the following:

A.1.1 The **minimum annual average turnover** in the last two financial years is equal or above EUR 50,000.00 (fifty thousand euro);

A.1.2 The tenderer must have a professional risk indemnity insurance for a minimum coverage, in line with the National Hungarian Law.

The sum of the annual average turnovers of each consortium member will be taken into account to reach the minimum annual average turnover of EUR 50,000.00 (fifty thousand euro).

Evidence for the economic and financial capacity:

Proof of its economic and financial capacity shall be furnished by the tenderer by the presentation of balance sheets or extracts from **balance sheets** and **profit and loss accounts** for **at least the last two years for which accounts have been closed**, where publication of the balance sheet is required under the law of the country in which the tenderer is established.

If, for some exceptional reason that the Agencies consider justified, the tenderer is unable to provide the evidence requested, he may prove his economic and financial capacity by any other means that the EIT and CEPOL consider appropriate. In case of public bodies, other documents, in particular the body's budget for the current year could be considered as appropriate.

B. Technical and professional capacity criteria and evidence

Tenderers must provide evidence of technical and professional capacity to comply with the minimum standards set out below.

1. Technical and professional criteria for the tenderer:

B.1.1 The tenderer is authorised to perform the medical services required in the tender specifications under the Hungarian law, as evidenced by inclusion in the relevant official professional register.

B.1.2 The medical service provider's premises must be located in Budapest, easily accessible by means of private and public transport.

B.1.3 Tenderers are required to have provided comprehensive and screening examinations for at least two (2) organisations, with minimum 50 employees, in the last three (3) years (counting backwards from the date of publishing of this procurement procedure in the European Union Official Journal) in the field of services offered by a medical centre of an annual amount of at least EUR 5,000.00 (five thousand euro) each.

B.1.4 The tenderer must have all the technical infrastructure, equipment and any other means necessary to perform the requested medical services (see Annex VIII), such as: X-ray, ultrasound and mammography facilities. A description of the technical infrastructure and equipment of the tenderer should be provided.

2. Technical and professional criteria of the tenderer's team:

The tenderer shall have the capacity to put together a team which shall meet the following requirements and shall have:

B.2.1 A **contract manager** with at least 5 years of relevant professional experience in the field of administration, managing contracts and organisation of meetings, to act as contact point for the Agencies and the medical service provider.

B.2.2 In addition to the contract manager, at least 5 **members (doctors)**, each of them having at least 5 years' experience of relevant professional activities either in occupational healthcare, general practice or specialist healthcare, in private or public medical institutions.

B.2.3 All above team members shall have a proven adequate working knowledge of English, at least B1 level.

Evidence:

Evidence of the technical and professional capacity of tenderers shall be furnished on the basis of the following documents:

Criterion	Evidence to be provided	Comments
A.1.1	Financial statements	Copy of the paper documents provided to the National Authorities or declare if the requested documents are available online and accessible for public view, including provision of active link.
A.1.2	Documental evidence for professional risk insurance	Evidence of professional risk indemnity insurance for a minimum coverage, in line with the National Hungarian Law.
B.1.1	Extract from the State Registry	The document shall represent the copy of the official document issued by the state authorities which authorises the tenderer to perform the required services under point 2.1 of the present tender specifications, confirming the tenderer's required experience in the field indicated in point 1.1.

B.1.2	Documental evidence in regards to medical centre location	The tenderer should provide documental evidence that the medical centre where the medical services requested by the Agencies is located in Budapest.
B.1.3	List of services provided or in the past 3 years in the field indicated in point 1.2.	The list shall have references to projects or documents such as annual reports, publications, confirming the tenderer's required experience in the fields indicated in point 1.2.
B.1.4	Description of the technical infrastructure and equipment of the Medical Centre	It should be a document containing description of the tenderer's technical infrastructure, related to the services that have to be provided to the Agencies (see tasks described in point 2).
B.2.1-B.2.3	Curriculum Vitae of the contract manager and the team members	Preferably in EU-pass format. The CV should include information about the qualifications, the work experience and about the language abilities of the team members. In the process of evaluation of offers, as well as in later stages, the Agencies may request copies of the university diploma of the proposed team members.
B.2.1-B.2.3	A summary table of main expertise of the persons responsible for providing the services	One table for all team members.

The conversion between EUR and HUF is done based on the monthly accounting exchange rate, established by the Commission, on the date of publishing of the call in the OJ¹².

4.2. Technical part

The technical part shall describe in detail how the services explained in point 2 will be provided by the tenderer (see and complete Annex XIV).

Tenders must be clear and concise, with continuous page numbering, and assembled in a coherent fashion (e.g. bound or stapled, etc.).

The contract will be awarded to the tenderer who submits the most economically advantageous bid, as assessed on the basis of the following factors:

(a) Award criteria as weighted by percentage:

N°	Qualitative Award criteria	Weighting (max. points)
1.	Quality and relevance of the methodology proposed for Task 1 (article 2.1 - A)	20

¹² http://ec.europa.eu/budget/contracts_grants/info_contracts/infoeuro/index_en.cfm.

2.	Quality and relevance of the methodology proposed for Task 2 (article 2.1 – B)	20
3.	Quality and relevance of the methodology proposed for Task 3 (article 2.1 – C)	20
4.	Quality of the proposed services with respect to the organisation of the tasks. The following aspects will be assessed in particular: <ul style="list-style-type: none"> - Flexibility in appointments (4 points), - Time to book an appointment (4 points), - Duration of medical examination (4 points), - The way privacy of the Agencies' staff members is ensured during the medical examination (4 points), - Quality of the system (e.g privacy statements) in place to ensure compliance with data protection requirements (4 points), - Time to dispatch the certificate/results (4 points), - Procedure for review of medical results/opinions (4 points), - Administrative arrangements for invoicing (4 points), - Resource allocation within the team and time management (4 points), - Measures proposed for monitoring and quality control (4 points). 	40
Total technical score		100

The criteria are detailed as follows:

1.-3. The offers will be assessed with respect to the quality and relevance of the service provision proposed from Task 1 to Task 3. The tenderer should describe the different steps of carrying out each and every task, the actors involved and their duties.

4. The offers will be assessed regarding the organisation of the tasks, with main attention to the particularly listed aspects about which the technical part of the tender shall include detailed information.

Since assessment of the tenders will be based on the quality of the proposed services, tenders should elaborate on all points addressed by these specifications in order to score as many points as possible. In addition, if certain essential points of these specifications are not expressly covered by the tender, the evaluators may decide to give a very low or zero mark for the relevant qualitative award criteria.

The points of the above criteria will be allocated according to the following system:

Points awarded ⁹	Definition
0%	Unacceptable: The tender totally fails to address the criterion under examination, or cannot be assessed due to missing evidence.

⁹ 100% equals the maximum number of points achievable per criterion

20%	Very poor: The criterion under examination is addressed in an incomplete and unsatisfactory manner; serious concerns.
40%	Poor: The criterion under examination is partly addressed but with a few major gaps or issues.
60%	Satisfactory: The criterion under examination is generally addressed with only a few minor issues (up to 3 minor issues).
70%	Fair: The criterion under examination is fully addressed and the tender responds to all requirements of EIT with no issues being identified.
80%	Good: The criterion under examination is fully addressed, the tender responds to all requirements of EIT and it offers some added value.
90%	Very good: The criterion under examination is fully addressed, the tender responds to all requirements of EIT and it offers good added value.
100%	Excellent: The criterion under examination is fully addressed and the tender offers excellent added value.

Total technical score

The total technical score for each tender will be calculated as the sum of the individual scores for the qualitative award criteria.

Thresholds

In order to guarantee for a minimum level of quality, tenders that do not reach a minimum of 60% of the possible overall technical score for the technical evaluation will be eliminated from further evaluation (i.e. 60 points minimum, out of the overall total of 100 points).

In addition, in case tenders do not reach a minimum score of 50% for each qualitative award criterion of the technical evaluation, the offer will be considered of insufficient quality and will be eliminated from further evaluation.

(b) Price:

Only the tender that reach the technical quality threshold mentioned will be subject to the price assessment. For this, the total price mentioned in part B) of the financial offer will be used.

The tenders will be ranked by applying the following formula:

The tender with the lowest total tender price will be awarded **100 points**. The other tenders will be awarded points on the basis of the following formula:

Points = (lowest price/price of the bid in question) x 100

Evaluation of the best value for money tender:

In order to determine the best value for money tender for the award of the framework contract, the quality/price ratio of 60/40 will be applied in the following way:

- The points awarded for technical quality multiplied by 0,60
- The points awarded for the price multiplied by 0,40

The points for technical quality and those for price will then be added together, the tenderers will be ranked according to their total number of points and the framework contract will be awarded to the tenderer achieving the highest score.

4.3. Financial part

Prices must be presented in the standard format of Annex V. Every offer that successfully passes the technical evaluation, will be assessed against the price offered.

The tenderers shall propose a total price that will consist of:

A) Unit prices:

The prices under Task 1, Task 2 and Task 3 shall be indicated in accordance with Annex V. These prices are binding for the duration of the framework contract and shall include all direct and indirect costs related to the delivery of the services as described in the tasks.

The services provided under **Task 1-3** shall be paid by the EIT and CEPOL in accordance with the prices indicated in Annex V.

B) Tender price:

The price offered by the tenderers will be evaluated according to **the total tender price of the following examinations in the scenario as listed below:**

- a) Pre-employment medical visit for 3 male candidates aged more than 45;
- b) Pre-employment medical visit for 6 male candidates aged less than 45;
- c) Pre-employment medical visit for 4 female candidates aged more than 45;
- d) Pre-employment medical visit for 6 female candidates aged less than 45;
- e) Annual medical visit for 33 female staff members aged up to 40;
- f) Annual medical visit for 28 female staff members aged from 40 to 45;

- g) Annual medical visit for 18 female staff members aged more than 45;
- h) Annual medical visit for 16 male staff members aged up to 45;
- i) Annual medical visit for 21 male staff members aged from 45 to 50;
- l) Annual medical visit for 24 male staff members aged more than 50;
- m) Entitlement to part time work (consultation & report) for 5 cases;
- n) Advice on healthcare measures for staff members (consultation & report) for 5 cases;
- o) Specific medical check-up in the event of sickness of staff member (consultation & report) for 5 cases;
- p) Participation in the invalidity committee (participation in the Committee, reporting) for 1 case;
- q) Advise on requests for special leaves entitlements (consultation & report) for 5 cases;
- r) Advise on staff physical ergonomics (consultation & report) for 5 cases;
- s) Organisation of vaccination campaigns (1 campaign - 40 staff members) for 2 campaigns;
- t) Occupational health and safety advice training (training) for 2 trainings.

When filling in part B (Tender price) of the financial offer, the tenderers are obliged to use the prices indicated in part A (Unit prices).

- C) Financial discount from the corporate pricelist for other optional services not listed in the main tasks (not subject to evaluation by the contracting authority).**

The tenderer's attention is drawn to the following points regarding the financial offer:

- Prices must be quoted **in Euro** using, if necessary, the conversion rates published in the C series of the Official Journal of the European Union on the day when the contract notice was published (if no notice was published, on the day when the invitation to tender was sent out).
- **Prices should be quoted free of all duties, taxes and other charges, i.e. VAT**, as the Communities are exempt from such charges under Articles 3 and 4 of the Protocol on the privileges and immunities of the European Communities. The amount of VAT should be shown separately.
- **Prices are firm and not subject to revision** (except for point C, where the medical service provider can present annual prices, however in case a discount rate is offered to the approved annual price list of the medical centre, it shall not be subject to further revision).

ANNEXES

The following set of documents is provided to the tenderers:

- Invitation to tenderers
- Tender specifications
- Annex I: Tenders` identification form:
 - Annex Ia: Power of attorney
 - Annex Ib: Letter of intent
- Annex II: Legal entity form for public entities/private entities/individuals
- Annex III: Financial identification form
- Annex IV: Declaration of honour
- Annex V: Financial offer form
- Annex VI: Draft framework contract and annexes
- Annex VII: Link to Staff Regulations
- Annex VIII: List of medical examinations
- Annex IX: EU questionnaire and the anamnesis for pre-employment medical visits
- Annex X: Anamnesis for annual medical visits – Preventive medical examinations
- Annex XI: Order form
- Annex XII: Medical clearance
- Annex XIII: Data Protection Compliance Declaration
- Annex XIV: Technical Proposal Form