



***Framework service contract for the provision of medical services***

**to**

**1. *The European Environment Agency (leading institution)***

**2. *The European Commission, Representation in Denmark (participating institution)***

**Reference: Inter-Institutional Open Call for Tenders EEA/ADS/12/001**

**Closing date: 03/05/2012**

**1. Introduction to EEA**

The European Environment Agency (EEA) is a European Union public body governed by Regulation (EC) No 401/2009 of the European Parliament and of the Council of 23 April 2009<sup>1</sup>. The EEA role is to support the European Union in the development and implementation of environmental policy by providing relevant, reliable, targeted and timely information on the state of the environment and future prospects. The EEA also provides the necessary independent scientific knowledge and technical support to enable the Union and the member countries to take appropriate measures to protect and improve the environment as laid down in the Treaty and by successive Community action programmes on the environment and sustainable development. Currently, the EEA has 32 member countries.

There are approximately 200 staff members working at the EEA. These staff members come from a wide range of national, professional and cultural backgrounds. Their functions at the EEA vary from environment-related research and data-analysis to administrative or managerial tasks.

Further information about the work of EEA can be obtained on its website: <http://www.eea.europa.eu>.

For information on the European Commission Representation in Denmark please refer to: [http://ec.europa.eu/danmark/index\\_da.htm](http://ec.europa.eu/danmark/index_da.htm).

For easy reference, EEA and the European Commission Representation in Denmark are referred to in these tender specifications as “*the contracting authorities*” where a provision applies to both.

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<sup>1</sup> OJEU L 126 of 21.5.2009, p. 13.

## 2. Presentation of the tender

Tenders shall be submitted in accordance with the **double envelopes system**:

The outer envelope or parcel should be sealed with adhesive tape and signed across the seal and carry the following information:

- The call for tenders reference No **EEA/ADS/12/001**
- The contract title **“Medical services”**
- The name of the tenderer
- The indication **“Tender – Not to be opened by the internal mail services”**
- The address for submission of tender (as specified in the letter of invitation to tender)
- The date of submission shall be legible on the outer envelope or parcel

The outer envelope or parcel must contain three inner envelopes, i.e. Envelope No 1, 2 and 3, corresponding to the following three sections: administrative section, technical offer and financial offer.

**(a) Envelope No 1 – Administrative section** shall include the following:

- The Tender submission form drawn up in accordance with the template in annex 1
- The declaration on exclusion criteria as required under section 11.1.2 drawn up in accordance with the template in annex 2
- The legal entity form as required under section 11.2.1 drawn up in accordance with the template in annex 3
- The financial identification form drawn up in accordance with the template in annex 4
- The evidence and documentation demonstrating the fulfilment of the selection criteria as required under sections 11.2.2 (economic and financial capacity) and 11.2.3 (technical and professional capacity)

**(b) Envelope No 2 – Technical offer** shall include the following:

The technical offer providing all information requested under sections 7 and 11.3.1 including information relevant to subcontracting as requested under section 4.3.

**(c) Envelope No 3 – Financial offer** shall include the following:

The financial offer providing all information requested under sections 10 and 11.3.2, drawn up in accordance with the template in annex 5.

Tenders shall be drafted in one of the languages of the EEA member countries, **preferably in English or Danish** (supporting evidence does not need to be translated) and submitted **in triplicate** (one signed original unbound and two copies).

It is important that tenders are presented in the correct format and include all documents necessary to enable the evaluation committee to assess them. Failure to respect these requirements will constitute a formal error and may result in the rejection of the tender.

Tenderers shall observe precisely the indications in points 2, 3, 4 and 6 of the letter of invitation to tender to ensure their tender is admissible. Late delivery will lead to non-admissibility of the tender and its rejection from the award procedure for this contract. Offers sent by e-mail or by fax will also be non-admissible and discarded. Envelopes found opened at the opening session will also lead to non-admissibility of the tender. Consequently, tenderers must ensure that their tenders are packed in such a way as to prevent any accidental opening during its mailing.

### **3. Confidentiality and protection of personal data**

For the processing of this tendering procedure, the contracting authorities observe the rules set in Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by Community institutions and bodies and on the free movement of such data (OJEU L 8 of 12.1.2001, p. 1).

For further detailed information please refer to the privacy statement attached as annex 8 to these tender specifications.

### **4. Participation in the tendering procedure**

Submission of a tender implies acceptance of the terms and conditions set out in the invitation to tender, in these tender specifications and in the draft framework contract and order form attached to the latter (see annex 6) and, where appropriate, waiver of the tenderer's own general or specific terms and conditions. It is binding on the tenderer to whom the contract is awarded for the duration of the contract.

#### **4.1. Eligibility**

This call for tender is open on equal terms to all natural and legal persons from one of the 32 EEA member countries and to all natural and legal persons established in a third country which has a special agreement with the European Union in the field of procurement on the conditions laid down in that agreement<sup>2</sup>.

As proof of eligibility tenderers must indicate in which country they have their headquarters, registered office or residence, and provide the necessary supporting documents in accordance with their national law. If the tender is a natural person, he/she must provide a copy of identity card/passport or driving license and proof that he/she is covered by a social security scheme as a self-employed person.

#### **4.2. Application**

All eligible natural and legal persons (as per above) or groupings of such persons (consortia) may apply.

A consortium may be a permanent, legally established grouping or a grouping, which has been constituted informally for a specific tender procedure. If awarded the contract, the members of the consortium (i.e. the leader and all other partners) will have an equal standing towards the contracting authorities in executing the framework service contract and they will be jointly and severally liable to the contracting authorities.

The participation of ineligible natural or legal persons will result in the automatic exclusion of that person. In particular, if that ineligible person belongs to a consortium, the whole consortium will be excluded.

The contracting authorities will not request consortia to have a given legal form in order to be allowed to submit a tender, but reserves the right to require a consortium to adopt a given legal form before the contract is signed if this change is necessary for proper performance of the contract. This can take the form of an entity with or without legal personality but offering sufficient protection to the contracting authorities' contractual interests (depending on the member countries concerned this may be for instance, incorporation or partnership or a temporary association). Consortia must identify one of their members as coordinator who will interface with the contracting authorities.

Each member of a consortium must fulfil the conditions for participation mentioned in sections 4.1 above and 4.2 and provide the required documents listed in these tender specifications under

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<sup>2</sup> At this point in time, tenderers established in one of the following countries are eligible: EU27, Iceland, Liechtenstein, Norway and Turkey; under the stabilisation and association agreements: Croatia, FYROM, Albania and Montenegro; under bilateral agreements: Mexico and Chile.

sections 11.1 and 11.2 below. Therefore, each member of a consortium shall specify his role, qualifications and experience.

#### **4.3. Subcontracting**

A contractor may subcontract part of the services.

Tenderers must state what part of the work, if any, they intend to subcontract, and to what extent (for instance % of the total contract value), specifying the names, addresses and legal status of the subcontractors. If subcontracting is **not** envisaged, tenderers shall clearly state so in the tender submission form (see annex 1).

Tenderers shall provide a document containing a list of the professional qualifications of the subcontractors and statement of the means of ensuring quality and confidentiality when subcontractors are used. If awarded the contract, contractors may not choose subcontractors other than those mentioned in the bids unless they obtain the prior written authorisation of the contracting authorities. The overall responsibility of the work remains with the contractor.

Tenderers shall acknowledge that the contracting authorities reserve the right to request them at a later stage to provide documentation in relation to the exclusion and selection criteria for any proposed subcontractors.

The contractor must ensure that Article II.17 of the draft framework contract (see annex 6) can be applied to subcontractors. Once the contract has been signed, Article II.12 of the above-mentioned draft framework contract shall govern subcontracting.

#### **5. Contractual terms**

In drawing up their bid tenderers should bear in mind the provisions of the standard framework contract and order form attached to these tender specifications (Annex 6).

#### **6. Subject of contract**

EEA and the European Commission Representation in Denmark shall comply with various requirements which are defined in the Staff Regulations (SR) and the Conditions of Employment of Other Servants (CEOS) of the European Communities. Therefore, EEA, as leading institution for the purpose of this inter-institutional open call for tenders, seeks to contract a medical adviser who will assist it and the European Commission Representation in Denmark, as participating institution, in fulfilling their obligations by providing services in the following areas:

- Pre-recruitment medical examinations: to check and certify that future staff members are physically fit to perform their duties;
- Annual medical examinations: to prevent any illness or health problem through the performance of annual medical check-up to the staff;
- Advice to the contracting authorities on the compliance with health and safety requirements according to the SR, the CEOS and any other applicable implementing rules;
- Establish, maintain and update the medical files of all staff members of the two institutions (i.e. currently 214 for EEA and 20 for the European Commission Representation in Denmark).

During the course of this contract, the medical adviser shall abide by the following standards:

- The medical adviser shall act only upon instructions received by EEA or the European Commission Representation in Denmark;
- All data related to medical examinations of the contracting authorities' staff members shall be maintained by the medical adviser in the medical files. They shall be treated as strictly confidential to the medical adviser and the staff member concerned. The professional discretion of the medical adviser shall be respected in medical matters.

- The medical adviser shall at any time strictly comply with the medical code of ethics and any relevant rules applicable in Denmark.
- In no case shall the medical adviser substitute EEA or the European Commission Representation in Denmark staff's family doctor, general practitioner or specialist. The role of the medical adviser is incompatible with any other medical practitioner role at the EEA or the European Commission Representation in Denmark while being contracted by any of them. In addition, the medical adviser cannot prescribe/deliver medicine, perform/prescribe medical examinations (other than for the purposes mentioned in section 7 below), cures or any other forms of medical treatments. Moreover, the medical adviser cannot issue medical certificates and authorise sick leave for the staff of the EEA and the European Commission Representation in Denmark. Any punctual exception to these last requirements would need to be explicitly cleared previously by the contracting authorities.

The mandatory requirements and services to be provided are specified in section 7 below.

## **7. Mandatory requirements and services to be provided**

### **7.1 *Mandatory requirements***

The future contractor must:

- Be fully aware of the medical infrastructure of the Copenhagen region;
- Have his/her practice located in the greater Copenhagen area;
- Have a thorough knowledge of English; knowledge of French would be an asset;
- Ensure provision of medical services from Monday to Friday (during major parts of the office hours of the two institutions: 09:00-17:00);
- Ensure an out-of hours emergency call-in service;
- Ensure business continuity, if necessary through appropriate replacements, during own holiday periods/absences other than public and bank holidays.

### **7.2. *Services to be provided***

The medical adviser will need to provide the following services upon request of EEA and the European Commission Representation in Denmark.

#### **7.2.1. Pre-recruitment medical examinations**

The aim of the pre-recruitment medical examination is to ensure that future staff members are physically fit to perform their duties.

The Human Resources department of the institution concerned (at EEA, the HRM Group) schedules a medical appointment with the medical adviser and the future staff member. The medical adviser shall carry out a medical examination according to the protocol specified in Annex 10 in order that the institution concerned may be satisfied that the future staff member fulfils the requirements of Article 28(e) of the Staff Regulations.

The medical adviser shall issue a medical certificate indicating his/her decision related to the fitness of the future staff member; the original of that certificate shall be forwarded to the Human Resources department of the institution concerned and a copy addressed to the future staff member. The medical certificate shall be drafted in accordance with the model specified in Annex 10.

The medical adviser shall establish a medical file and fill it accordingly.

If duly justified by the results of the medical examination and for the purpose of assessing the fitness of the future staff member, the medical adviser can request that the latter undergoes further examinations. In such case, the medical adviser shall inform the institution concerned. The additional costs shall be borne by the future staff member who needs to ensure that the results are transferred to the medical adviser. The latter shall issue the medical certificate upon verification of the medical results.

### **7.2.2. Annual medical examinations**

All staff members shall undergo a medical check-up every year either by the institution's medical adviser or by a medical practitioner chosen by them (Article 59(6) of the Staff Regulations).

The aim of that examination is to detect early enough any health issue and/or illness. Depending on whether the medical examination is carried out by the institution's medical adviser or not, the Human Resources department of the institution concerned will transmit to the medical adviser every three months the list of staff members that shall undergo the annual medical examination. The medical adviser is responsible then for:

- Scheduling the medical examination with the staff member of the institution concerned;
- Making an analysis of the results received or carrying out a medical examination of the staff member;
- Updating the medical file of the staff member accordingly.

If duly justified by the results of the medical examination, the medical adviser can advise the staff member concerned to undergo additional tests. The staff member concerned is free to decide whether to do those additional tests as the purpose of the annual check-up is to prevent any illness or health problems and he/she shall bear the costs for those tests. In any case, the outcome of those additional tests would have to be discussed with the family doctor or the general practitioner of the staff member concerned and not with the institution's medical adviser.

### **7.2.3. Advise on compliance with regulatory framework**

The medical adviser will be invited to provide the contracting authorities with advice on their compliance with the health and safety requirements according to the Staff Regulations, the Conditions of Employment of Other Servants of the European Communities, the implementing provisions on absences as a result of sickness or accident and, where appropriate, any other applicable rules in Denmark.

In this context, the medical adviser may be requested to (the list below is not exhaustive):

- Assess periodically the premises and offices of the institution concerned with respect to health and safety requirements;
- Assist in the organisation of the yearly anti-flu campaign and any other vaccination campaigns;
- Provide advice in relation to staff member's absences (e.g. clear travelling abroad to undergo medical examination/treatment, spending sick leave away from the place of employment, working on medical part-time, evaluation of applications for payment of certain medical expenses, etc...);
- Participate in the invalidity committee or assist the medical service of the European Commission in the recognition of accidents or occupational diseases;
- Participate, as requested, to the meetings of the Inter-institutional Medical College of the European Communities; travel and subsistence costs related to the fulfilment of this task will be reimbursed in accordance with the applicable rules (see annex 7). The medical adviser is encouraged to network with the medical advisers of the other EU institutions and clarify medical issues that might arise in the course of his/her duties;

- Informative sessions on health and well-being at work: to provide training sessions to staff in order to prevent severe stress at work and facilitate the reintegration after long periods of sick leave;

#### **7.2.4. Maintenance of medical files of staff members**

The medical adviser will have to create, maintain and update a medical file for each staff member where all outputs of medical examinations carried out would have to be archived.

The medical files shall be accessible to the medical adviser and the staff member concerned only by authorisation of the former. All information contained therein is strictly confidential to the medical adviser and the staff member concerned.

The medical adviser shall be responsible for obtaining the medical files from the previous contractor and transferring them to the new medical adviser at the end of the contracting period.

### **8. Performance of the work/services**

The services shall be delivered at the contractor's premises, unless indicated otherwise in the respective order forms. The medical adviser shall guarantee that a female and a male doctor is available for all medical visits in case of specific request by the (future staff member or the institution concerned).

The medical adviser shall appoint a coordinator to act as point of contact for the Human resources department of the institution concerned. The co-ordinator will be regularly informed about the names of the (future) staff members that shall undergo the different medical examinations and s/he will be contacted for any pending administrative procedure.

The medical adviser shall ensure the proper implementation of the contract and the correct delivery of all services. In case the services will not meet their expectations, the contracting authorities reserve the right to terminate the contract in accordance with the terms and conditions of Article II.14 thereof.

### **9. Type and volume of contract**

The successful tenderer(s) will be awarded a framework service contract for an initial period of 24 (twenty four) months with the possibility of renewals up to two times for periods of 12 (twelve) months each. The estimated global value of the framework contract over its entire duration (48 months) is EUR 600.000 (**total for 2 institutions**) covering all services and travel specified above (with the exception specified in the last bullet point of section 7.2.3). Based on the framework contract which the EEA shall conclude on its own behalf and on behalf of the European Commission Representation in Denmark, each of the two institutions shall implement this framework contract independently through order forms, which alone shall bind the respective institution having concluded them.

The services to be provided under these order forms are determined by the applicable provisions of the Staff Regulations (SR) for Officials of the European Communities, the Conditions of Employment for other servants of the European Communities (CEOS); as well as any applicable implementing rules thereto as detailed in annex 9 and in particular the following:

- Articles 59; and 60 SR;
- Articles 16; 59; 60; and 91 CEOS; and
- Commission decision of 28 April 2004 introducing implementing provisions on absences as a result of sickness or accident (C(2004) 1597/11) – A.N. 92-2004 of 6 July 2004)

## 10. Price

Tenderers are required to quote prices for the services to be provided as follows:

- Prices must be quoted per category of service as described under section 11.3.2.
- Prices quoted must be **all-inclusive** (see section 11.3.2) and expressed in **euro**, including for tenderers established in countries that are not part of the euro zone. For tenderers in countries that do not belong to the euro zone, the price quoted may not be revised in line with exchange rate movements. It is for the tenderers to select an exchange rate and assume the risks or the benefits deriving from any variation.
- No additional expenses incurred in the performance of the services will be reimbursed separately by any of the two institutions. For example, travel time and costs, with the exception specified in the last bullet point in section 7.2.3 above, incurred during the journey to the institution concerned are not reimbursed to the contractor.
- The price quoted must be fixed and not subject to revision during the first year of duration of the contract.

From the beginning of the second year of duration of the contract, 80% of each price may be revised upwards or downwards each year, where such revision is requested by one of the contracting parties by registered letter no later than three months before the anniversary of the date on which it was signed.

The contracting authorities shall purchase on the basis of the price in force on the date on which order forms are signed. Such prices shall not be subject to revision.

The revision shall be determined by the trend in the harmonised indices of consumer price (HICP) published by the European Commission on Eurostat web page at [http://epp.eurostat.ec.europa.eu/portal/page/portal/statistics/search\\_database](http://epp.eurostat.ec.europa.eu/portal/page/portal/statistics/search_database) (Theme 2 – Economy and Finance; Price; HICP – Harmonised Indices of Consumer Prices; HMIDX – Monthly data (index); GEO – Euroarea (EA11-2000, EA12-2006, EA13-2007, EA15-2008, EA16-2010, EA17); COICOP – cp00).

Revision shall be calculated in accordance with the following formula:

$$Pr = Po \times (0,2 + (0,8 \times Ir/Io))$$

Where:

Pr = revised price;

Po = price in the original tender;

Io = index for the month in which the validity of the tender expires;

Ir = index for the month corresponding to the date of receipt of the letter requesting a revision of prices.

Under the Headquarters Agreement between EEA and the Government of Denmark of 17 August 1995, and under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities also applicable to the European Commission Representation in Denmark, the contracting authorities are exempt from all charges, taxes and dues, including value added tax; such charges may not therefore be included in the calculation of the price quoted; the VAT amount must be indicated separately.

The costs incurred in preparing and submitting tenders are borne by the tenderers and cannot be reimbursed.



## 11. Criteria

### 11.1. Exclusion criteria

#### 11.1.1. Exclusion from participation and award in the procurement procedure

To be eligible to participate in this contract award procedure, tenderers must not be in any of the exclusion situations referred to in Articles 93 and 94 of the Financial Regulation applicable to the general budget of the European Communities<sup>3</sup>.

#### 11.1.2. Evidence to be provided by the tenderers

When submitting their bids, each tenderer (including subcontractor(s) or any member of a consortium) must provide a declaration on their honour in accordance with the form attached as annex 2, duly signed and dated, stating that they are not in any of the situations mentioned under section 11.1.1 above.

If awarded the contract, the tenderer, prior to signature of the contract, will be required to provide the evidence specified in the penultimate paragraph of the declaration of honour (annex 2).

### 11.2. Selection criteria

#### 11.2.1. Legal capacity

Any tenderer is required to prove that he is authorised to perform the contract under national law, as evidenced by inclusion in a trade or professional register, or a sworn declaration or certificate, membership of a specific organisation, express authorisation, or entry in the VAT register. To that effect, each service provider (including subcontractor(s) or any member of a consortium) is required to submit a legal entity form (see annex 3) duly filled out and signed, accompanied by a copy of inscription in trade register and/or a copy of inscription in VAT register, where applicable. However the subcontractor(s) shall not be required to fill in or provide those documents when the services to be provided represent less than 20 % of the contract.

#### 11.2.2. Economic and financial capacity

Evidence of economic and financial capacity shall be furnished by **(one or more of)** the following documents:

- o appropriate statements from banks or evidence of professional risk indemnity insurance;
- o the presentation of balance sheets or extracts from balance sheets for at least the last two years for which account 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;
- o a statement of overall turnover and turnover concerning the services covered by the contract during the last two financial years.

If, for some exceptional reason, which the contracting authorities consider justified, a tenderer is unable to provide the references requested above, he may prove his economic and financial capacity by any other means which the contracting authorities consider appropriate.

An economic operator may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the contracting authorities that it 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.

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<sup>3</sup> Council Regulation (EC, Euratom) No 1605/2002 of 25.6.2002, OJEU L 248/1 of 16.9.2002 as last amended by Regulation (EU, Euratom) No 1081/2010 of 24.11.2010, OJ L 311/9 of 26.11.2010.

### 11.2.3. Technical and professional capacity

Tenderers should show their degree of technical and professional capacity to carry out the required services by providing information on the criteria described below. If several service providers or if subcontractors are involved in the tender, the selection criteria for the technical and professional capacity will be assessed in relation to the combined capacities of the service providers and/or subcontractors, as a whole, to the extent that service providers or subcontractors put their resources at the disposal of the tenderer for performance of the contract.

#### o **Human resources:**

Tenderers shall provide the following documents:

CVs detailing the educational and professional qualifications as follows:

- Medical staff: Minimum 2 CV(s) documenting that the tenderer is fully qualified and have competences in the area of occupational medicine;
- Proof of medical staff's enrolment in the professional register;
- Certified copy of medical staff's degree in medicine;
- Proof that medical staff are allowed to practice medicine in Denmark (at the deadline for submitting tenders), are practicing (at the deadline for submitting tenders) medicine in Denmark and have been practicing medicine for at least 10 years;
- Proof of mandatory language skills (English).

#### o **Past contracts:**

Tenderers shall provide a list of similar services provided in the past three years, indicating the value, dates and recipients of the services (public or private);

#### o **Environmental policy:**

Tenderers shall provide a description of their environmental policy specifying the status of implementation. In the event of a joint offer submitted by a consortium, **each member** of the consortium shall provide the requested description.

### 11.3. Award criteria

The assessment method that will be used to determine the choice of the tender will be based on the criteria given below, on the basis of the economically most advantageous tender in terms of:

- o The quality of the tender (Technical merit – TM)
- o The financial value of the tender (Price – P)

#### 11.3.1 Technical merit (TM) (max. 60, min. 42 points)

Tenders will be evaluated following the award criteria and weights outlined below, producing a total potential score of 60 points.

Tenderers shall elaborate on all criteria referred to below in order to score as many points as possible. The mere repetition of mandatory requirements set out in these tender specifications, without going into details or without giving any added value will only result in a low score. If essential elements of these tender specifications are not expressly addressed in the tender, the contracting authorities may decide to give a zero mark for the relevant quality criteria.

No	Award criteria	Maximum points (60)	Minimum points (42)
1	<p><b><i>Understanding of the level of the services to be carried out</i></b></p> <p>Tenders will be assessed in terms of their overall quality, completeness and presentation.</p> <p>Tenderers shall include a description (max. 3 A4 pages) of how the required services will be provided beyond the mandatory requirements set under section 7.1 above, including inter alia a description of their practice as well as details on their staffing structures, their facilities and the technical equipment, tools or materials to be employed for performing the services; based on the submitted documentation, the contracting authorities may decide to carry out visits to the tenderers' practices.</p>	30	15
2	<p><b><i>Management approach of the tenderer in terms of organisation, flexibility and service orientation, to meet the contracting authorities' requests.</i></b></p> <p>Tenders shall provide a short presentation (max 5 A4 pages) of the provision of the services in terms of inter alia contract management, responsiveness and interaction with the institution concerned, adaptability to specific needs, practical organisation of the medical examination, proposed approach to ensure continuous customisation of the services to meet the requests of the institution concerned, measures employed to ensure the quality of the services, etc...beyond the mandatory requirements set under section 7.1 above</p>	30	15

Only tenders which obtain the indicated minimum number of points, both for each award criterion and in total, will be considered for the next stage, which involves determining the financial value of the tender and for the final assessment.

### 11.3.2. Price (P) (max. 40 points)

Tenderers are requested to submit a financial offer giving the **all-inclusive** (i.e. include all relevant costs and all expenditure (e.g. management and administrative costs, travel costs, etc...)) average rate in **euro** for the following services:

Services		Price (EUR)
P <sub>1</sub>	Pre-recruitment medical examinations (per staff member) <sup>4</sup>	
P <sub>2</sub>	Annual medical examinations (per staff member)	
P <sub>3</sub>	Ophthalmological examination (per staff member)	
P <sub>4</sub>	Gynaecological examination (per staff member)	
P <sub>5</sub>	Prostate screening (per staff member)	
P <sub>6</sub>	Any other medical services (per hour)	
<b>TOTAL price P = (P<sub>1</sub> + P<sub>2</sub> + P<sub>3</sub> + P<sub>4</sub> + P<sub>5</sub> + P<sub>6</sub>)</b>		

For each category above, tenders will score points in function of the following formula  $P = (P_{\min}/P_0) \times 40$ , where

P = Total calculated price;

P<sub>min</sub> = the lowest price offered among the received tenders;

P<sub>0</sub> = the price of the tender being considered

40 = the maximum number of points that can be awarded under this award criterion

For that purpose, tenderers shall complete the price quotation attached as annex 5 to these tender specifications. Tenderers shall bear in mind that all fields are compulsory and non-compliance will lead to exclusion of the tender from the award process.

### 11.3.3. Final Assessment

A framework contract will be awarded to the tenderer whose tender achieves the highest total score for technical merit and price (TM + P). Should tenders obtain the same final score and tie for first place, the winning tender will be decided on the basis of the highest score achieved for price.

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<sup>4</sup> Exclusive of ophthalmological examination

## **12. Performance**

Competence in both selection and award criteria must be maintained throughout the framework contract. Should the contractor fail to do this during the validity of the framework contract, another vendor from the tenders may be chosen.

## **13. Environmental Considerations**

The EEA runs a certified environmental management system (EMAS) and aims to minimise the environmental impact of all its activities, including those carried out under contract. The future contractor will, therefore, be requested to consider the EEA environmental management guidelines in the implementation of the contract, in particular, those relating to business travel/electronic means of communication, paper and energy consumption. Further information on the EMAS system can be found on the EEA homepage: <http://www.eea.europa.eu/documents/emas>.

Moreover, it is strongly recommended that tenders are submitted in an environmentally friendly way, e.g., by choosing a simple and clear structure (list of contents and consecutive page numbering), double-sided printing, limiting attachments to what is required in the technical specifications (no additional material) and avoiding plastic folders or binders.

## **14. Annexes**

Annex 1: Tender submission form

Annex 2: Declaration on exclusion criteria

Annex 3: Legal entity form

Annex 4: Financial identification form

Annex 5: Price quotation

Annex 6: Draft framework contract and draft order form

Annex 7: Travel and subsistence reimbursement rules

Annex 8: Privacy statement

Annex 9: A. Staff Regulations (SR) for Officials of the European Communities, the Conditions of Employment for other servants of the European Communities (CEOS); as well as any applicable implementing rules thereto.

B. Commission decision of 28 April 2004 introducing implementing provisions on absences as a result of sickness or accident (C(2004) 1597/11) - A.N. 92-2004 of 6 July 2004.

Annex 10: Compulsory medical examinations: Pre-Recruitment

Annex 11: Compulsory medical examinations: Annual medical