



**SPECIFICATIONS ATTACHED TO THE INVITATION TO TENDER**

**Call for tender n° EAHC/2010Health/04 concerning  
Mental Health Systems in European Union Member States, Status of Mental Health in  
Populations and Benefits to be expected from Investments into Mental Health**

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## 1. Title

### **Mental Health Systems in European Union Member States, Status of Mental Health in Populations and Benefits to be expected from Investments into Mental Health**

## 2. Purpose and context of contract

The mental health of the European population is of high relevance to population health in the European Union and to the EU's economic and social performance. The potential of mental well-being for the public health in the EU as well as for the EU's educational, social and economic performance is increasingly recognised. Today mental disorders account for more than 20 % – and thus the largest share – of the burden of disease in the EU. This is due to the high prevalence and the high disability attached to mental disorders. The high burden of disease caused by mental disorders puts high strain on health systems in Member States and creates risks for their financial sustainability. Furthermore, sectors other than the health sectors are equally concerned: the greatest burden caused by mental disorders is carried by families, the biggest costs and losses are incurred in sectors such as the economy, social affairs and education. Against this background and in the light of the development of the EU towards a knowledge and information society, the mental health and mental capital of its population is an important factor for the EU's development towards its policy objectives.

In order to support Member States in addressing public health challenges related to mental health, the EU launched, in June 2008, the European Pact for Mental Health and Well-being ) through the high-level conference "Together for Mental Health and Well-being" ([http://ec.europa.eu/health/mental\\_health/policy/index\\_en.htm](http://ec.europa.eu/health/mental_health/policy/index_en.htm)). The objective of the Pact is to promote at EU-level exchange and cooperation on challenges and opportunities in mental health, involving EU-institutions, Member States and the relevant stakeholders.

The Pact outlines five areas of priority for action:

- Prevention of depression and suicide
- Mental health in youth and education
- Mental health in workplace settings
- Mental health of older people
- Combating stigma and social exclusion

The implementation of the Pact is expected to lead to policy conclusions and recommendations for actions addressed to policymakers at EU-level, to policymakers in Member States and to relevant non-governmental actors. Major steps for developing these conclusions and recommendations are expected during the Presidency of Hungary over the EU in the first half of 2011.

This call for tender invites a study on mental health status and mental health systems<sup>1</sup> in Member States which aims at continuing to support the implementation of the European Pact for Mental Health and Well-being and the process of developing policy conclusions and

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<sup>1</sup> Mental health system in the context of this tender is understood in a broader sense and involves as well mental health care and activities to promote mental health and to prevent mental disorders in the health field and other fields such as education, family, social welfare and workplaces.

recommendations from the outcomes of the five thematic conferences that are held in connection with the Pact implementation.

## **2. Subject of contract**

The objective of the contract is to provide a report on the 27 Member States, and – if data is obtainable also candidate and EFTA/EEA countries – that will consist of country profiles for each country included in the study plus an overall profile at the EU-level. These profiles should address the following themes:

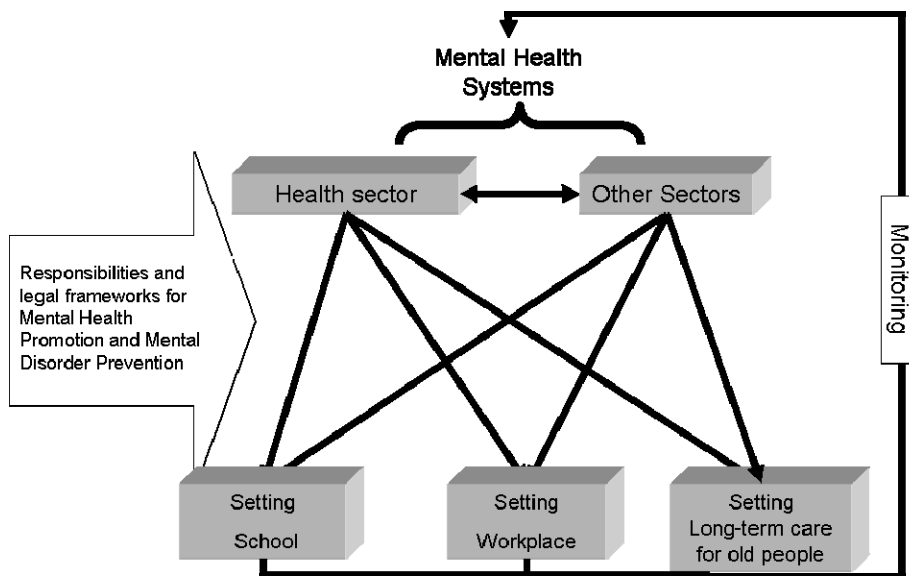
- the state of mental health in the population including protective and risk factors;
- the organisation and functioning of the mental health systems in the different countries and their specific contribution to mental health promotion and mental disorder prevention;
- the benefits which can be expected from action and the investment of financial and other resources into mental health for the EU and countries' performance, in particular in the fields of health, education, social development and economic growth;
- proposals for initiatives to strengthen mental health systems in respect to health promotion and mental disorder prevention, which could be taken at EU-level, in countries on national and regional level and by non-governmental actors.

In detail the report should include the following parts:

### **A. Assessment**

To assess the state of mental health and the mental health systems in the countries named above in the form of comparable country profiles. The assessment should as a minimum include:

- An overview of mental health relevant demographic and socioeconomic factors including risk and protective factors, mental well being, prevalence of mental disorders.
- The legal, organisational and financial responsibilities for mental health promotion and mental disorder prevention in the health sector and in non-health sectors. Specific attention should be paid to mental health promotion and mental disorder prevention in the health and the social sector and in the settings of (a) schools, (b) workplace, and (c) long-term care facilities for old people
- The monitoring systems in place, and their organisation and functioning, which feed back information on mental health from the above-mentioned sectors and settings to the mental health system.



**Figure 1:** Outline of the mental health system as understood in the context of this tender: subject to the tender are the organisational structures and responsibilities for mental health promotion and disorder prevention (big arrow) that relate health and other sectors to the three indicated settings as well as the monitoring systems that feed back information related to mental health promotion and prevention from the settings to the mental health systems.

### Methodology

Information should be obtained through literature review in the relevant databases including grey literature and mental health reports, which have been established during the last years by WHO and through EU-project activities<sup>2</sup> as well as the use of other data sources and own inquiries with experts in the Member States. How these experts will be identified and approached should be presented in the offer.

Data obtained should be the latest available. The information and data should be presented by means of specific indicators on the functioning of the health system in relation to mental health promotion and prevention. Draft indicators should be presented in the offer, so that cross-country comparison is possible. Where applicable, regional differences within Member States should be considered.

### B. Analysis

To analyse the information compiled under A. This should as a minimum include the following elements:

- A cross-country comparable description of the mental health status in the countries studied and a corresponding description at EU-level.
- A cross-country comparable description of mental health systems in countries studied and a corresponding description at EU-level;

<sup>2</sup> Such as WHO 2008: Policies and practices for mental health in Europe; the Health System Profiles of the European Observatory on Health System and Policies; Jané-Llopis E, Anderson P (Eds) 2006: Mental Health promotion and mental disorder prevention across European Member States: a collection of country stories; Special Eurobarometer 248, 2006, Mental Well-being; The Monitoring Mental Health Environments (MMHE) project (<http://www.mmhe.eu>); country profiles of the European Project on Mental Health Promotion and Disorders Prevention <http://www.gencat.cat/salut/imhpa/Du32/html/en/Du32/index.html> and others.

- An analysis of the profiles and cross-country comparison in respect to the functioning and the organisation of the mental health systems in particular with regard to mental health promotion and mental disorder prevention as well as the related monitoring systems;
- an identification of strengths, weaknesses, gaps and needs, and common issues between the countries;
- A proposal of indicators for future work at EU level – on the functioning of mental health promotion and prevention, in the health and the social sectors and in the school, workplace and long-term care facilities for old people. These indicators should be limited in number, ideally be based on available information and easy to assess. Prior work on indicators should be considered<sup>3</sup>.
- A reflection on the benefits for the performance of Member States and the EU as a whole in the fields of health, social development, lifelong learning and economic growth, which could be expected from increased/ more efficient and effective investments into mental health promotion and mental disorder prevention in the before-mentioned sectors and settings.

The draft report on A and B will be presented to Member States for validation. This will be done by EAHC/DG SANCO through national contact points. The draft report will be discussed in the presence of the contractor in a Member State representative meeting with EAHC/DG SANCO (such meetings take place twice per year). The timing of drafting the report therefore needs to take into account the schedule of these meetings.

### **Deliverables**

- 1) The main deliverable to be produced through this call for tender is a report, presenting the information and their sources obtained under A, the analysis developed under B and drawing conclusions and recommendations from the assessment and analysis. It should include illustrative tables and figures. The report should at least consist of the following sections:
  - Introduction;
  - Description of the method and origin of the data and information;
  - Comparable country profiles for each country included in the study and an EU profile, including a population mental health profile (assessment described in part A);
  - Results and discussion of the analyses carried out in B;
  - Conclusions and suggestions for initiatives at EU level, in Member States, possibly also at regional and local level for strengthening mental health systems in respect to mental health promotion and mental disorder prevention.
- 2) A second deliverable is an executive summary (maximum 10 pages) highlighting the main findings and the principal conclusions of the assessment and the subsequent analysis should be produced. This summary shall be available in English, French and German.
- 3) The third deliverable is a summary report suitable for understanding by a non-specialised reader containing straightforward language (10-15 pages) in English, French and German. Any further suggestions from the tenderer to this work proposal are welcomed.

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<sup>3</sup> See work on indicators by the projects: Epremed: <http://www.epremed.org/> and Mindful: <http://info.stakes.fi/mindful/EN/frontpage.htm>

### 3. Timeframe for providing the services

The overall indicative timeframe is the following:

MONTH	ACTIVITY
M1	Kick-off meeting (1 <sup>st</sup> meeting)
M3	Follow-up telephone conference between tenderer and EAHC/DG SANCO
M5	Follow-up telephone conference between tenderer and EAHC/DG SANCO
M6	Interim report including the preliminary results from the assessment (A) and the analysis (B)
M7	Middle meeting (2 <sup>nd</sup> meeting), discussion of the interim report
M9	Follow-up telephone conference between tenderer and EAHC/DG SANCO
M11	Follow-up telephone conference between tenderer and EAHC/DG SANCO
M14	Draft final report (i.e. draft of deliverable 1)
M15	Validation of the report by Member States Meeting with EAHC/DG SANCO and Member State representatives
M 16	Include comments from Member States representatives, EAHC and DG SANCO
M17	Final meeting (3 <sup>rd</sup> meeting)
M 18	Final report (final deliverable 1) and drafts of deliverable 2 and 3 sent to EAHC and DG SANCO
M 19	Final versions of deliverables 2 and 3 provided to EAHC and DG SANCO

### 4. Participation 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 and to all natural and legal persons in a third country which has a special agreement with the European Union in the field of public procurement on the conditions laid down in that agreement.

#### 4.1. Consortia

Groups of economic operators (consortia) are authorised to submit tenders (joint offers). In this case, each member of the consortium shall fulfil the requirements and accept the terms and conditions set out in the tender specifications, the contract as well as in all the relevant Annexes.

The offer must identify the consortium members by filling in the relevant points of Annex Ia. 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 mandate letter (Annex Ib). The consortium

leader shall act as a single point of contact with the contracting authority in connection with the present public procurement procedure.

In case the awarded tender is submitted by a consortium, all members of the consortium will be jointly and severally liable towards the contracting authority for the performance of the contract.

The contracting authority may not demand that consortia must have a given legal form in order to be allowed to submit a tender. However, the consortium awarded to sign a contract may be required to adopt a given legal form after it has been awarded the contract and before the contract is signed, if this change is necessary to the proper performance of the contract.

The tenderer shall note that:

- The **exclusion criteria** as indicated in point 16.1 of the tender specifications will be applicable to each member of the consortium, therefore the ‘Declaration of honour’ (Annex IV) must be supplied in the offer by each member.

During the evaluation or before the signature of the contract, the contracting authority may request valid documentary evidence demonstrating that the exclusion criteria are met by the consortium partners in accordance with Annex IV.

The leader and the members of the *awarded consortium* will be obliged to submit the exclusion criteria evidence before the signature of the contract, except if they are public bodies.

- The consortium leader shall provide **evidence of access to contracts (proof of eligibility)** as stated in point 17.1 by filling in
  - Annex Ia (Tender submission form),
  - Annex Ib (Mandate letter filled in and dated by the consortium partner and co-signed by the consortium leader),
  - Annex IIa / IIb / IIc (Legal entity form) and
  - Annex III (Financial identification form).
- During the evaluation, the **selection criteria for economic and financial capacity** of the consortium members will be – partly individually and partly in a consolidated way – assessed therefore the offers must include evidence on this regarding each consortium member. Each consortium member shall fill in and sign Annex VII.
- During the evaluation, the **selection criteria for technical and professional capacity** will be assessed in relation to the combined capacities of all members of the consortium, as a whole; therefore the offers must include evidence on this.

#### 4.2. Subcontracting

Subcontracting is allowed. However, the contracting authority may demand information from the tenderer on any part of the contract that the tenderer may intend to subcontract to third parties and on the identity of any subcontractor. The contracting authority reserves the right to validate the proposed subcontractor(s).

The offer must clearly identify the subcontractor(s) by filling in the relevant points of Annexes Ia of these tender specifications and prove their willingness to accept tasks proposed to them by the tenderer (e. g. by way of enclosing a written commitment of the subcontractors(s)). Moreover, by filling in Annex Ia, the tenderer shall provide information as to what proportion of the contract the tenderer intends to subcontract in total and also by each subcontractor, in case there are more subcontractors identified. In addition to this, 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 contracting authority for the performance of the contract as a whole. The Executive Agency will not have any direct legal commitment with the subcontractor(s).

The tenderer shall note that:

- As a general rule, the **exclusion criteria** as stated in point 16.1 of the tender specifications will be applicable to the tenderer and each its subcontractor, therefore the ‘Declaration of honour’ (Annex IV) must be supplied in the offer by them.

During the evaluation or before the signature of the contract, the contracting authority may request valid documentary evidence demonstrating that the exclusion criteria are met by the subcontractor(s) in accordance with Annex IV.

Before the signature of the contract, the *awarded tenderer including the subcontractor(s)* will be asked to submit the exclusion criteria evidence. As an exception,

- that/those subcontractor(s) of the awarded tenderer who will be subcontracted for a value less than € 60 000 of the total amount of the contract,
  - and the tenderer and/or the subcontractor(s) being a public body will not be obliged to submit such evidence.
- Only the tenderer shall provide **evidence of access to contracts (proof of eligibility)** as stated in point 17.1. by filling in
    - Annex Ia (Tender submission form),
    - Annex IIa / IIb / IIc (Legal entity form) and
    - Annex III (Financial identification form).
  - When a subcontractor will be subcontracted for a value of more than € 60 000, the tenderer shall submit information and evidence on the **selection criteria for the economic and financial capacity** of the identified subcontractor by filling in Annex VII and enclosing the evidence as indicated in point 17.2.
  - The **selection criteria for technical and professional capacity** will be applied to the combined capacities of the tenderer and the subcontractors identified whether in the tender or during the implementation of the contract –, to the latter in respect of the part of the work that they will perform, therefore the offers must include evidence on this.

Instructions on how to fill in the Annexes of these tender specifications in case of joint offers and/or subcontracting are available in Annex VIII (Checklist).

## **5. Documentation for tenderers**

The following set of documents is provided to the tenderers:

- Invitation to tenderers
- Tender specifications
  - Annex Ia: Tender submission form
  - Annex Ib: Letter of mandate
  - Annex IIa: Legal entity form for public entities
  - Annex IIb: Legal entity form for private entities
  - Annex IIc: Legal entity form for individuals
  - Annex III: Financial identification form
  - Annex IV: Declaration of honour
  - Annex V: Financial offer form
  - Annex VI: Draft contract and annexes
  - Annex VII: Economic and financial capacity overview form
  - Annex VIII: Checklist

## **6. Visits to premises or briefing**

Three meetings are foreseen between the contractor and EAHC/DG SANCO, as outlines in the timetable. In addition the contractor needs to participate in one meeting with national contact points for mental health in Luxembourg.

The meetings will take place in the offices of Unit C4 (Health Determinants), Directorate-General for Health and Consumers (Luxembourg, 11 Rue Eugene Ruppert) or at the Health Unit, Executive Agency for Health and Consumers (Luxembourg, Rue Guillaume Kroll 12.).

The costs for attending the technical meetings incurred by the contractor shall be included in the final quote, and no additional reimbursements will be provided. The EAHC will set the meeting dates, after consulting DG SANCO and the contractor, and will organise the meeting. Copies of relevant reports, drafts of deliverables etc shall be received by the EAHC and DG SANCO at least 14 days in advance of the meetings.

In addition, telephone conferences are foreseen for month 3, 5, 9 and 11. The contractor shall send a one page summary on the state of work and the agenda for the telephone conference one day before it is taking place. The date will be set by EAHC in consultation with DG SANCO and the contractor.

## **7. Variants**

Variants are not accepted.

## **8. Volume of contract**

The maximum contract price is **EUR 300,000**.

The duration of the Contract is 21 months; the tasks covered by the Contract shall be completed within 19 months of the signature by the last contracting party.

## **9. Price**

- 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 must be fixed amounts in Euro.
- Estimated travel and subsistence expenses must be indicated separately.

This estimate should be based on Article I.3.3 of the contract annexed to these specifications and include any travel required to meet representatives of the Executive Agency. In any event, it should represent the maximum amount of travel and subsistence expenses payable for all the services provided.

- Prices should be quoted free of all duties, taxes and other charges, including 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.

## **10. Terms of payment**

- Pre-financing:

Following the signature of the contract by the last contracting party, within 30 days of the latest of the following dates:

- the receipt by the Executive Agency of a request for pre-financing with a relevant invoice;
- the receipt and approval of the inception report;
- the receipt by the Executive Agency of a duly constituted financial guarantee (if foreseen by the contract)

a pre-financing payment equal to 30% of the total amount referred to in Article I.3.1 the contract (see Annex VI of the Technical Specifications) shall be made.

- Interim payment:

The request for interim payment of the contractor shall be admissible if accompanied by:

- an interim technical report;
- the relevant invoice;
- a statement of reimbursable expenses (travel and subsistence allowances) for the reported period in accordance with Article II.7 of the contract.

The Executive Agency will have 45 days from receipt to approve or reject the interim technical report, and the contractor shall have 20 days in which to submit additional information or a new report.

Within 30 days of the date of approval of the interim technical report, an interim payment corresponding to the relevant invoice, equal to 30% of the total amount referred to in Article I.3.1 of the contract shall be made, increased by the amount of approved reimbursable expenses.

- Payment of the balance:

The request for payment of the balance of the contractor shall be admissible if accompanied by:

- the final technical report in accordance with the instructions laid down in the Tender Specifications;
- the relevant invoice;
- a statement of reimbursable expenses (travel and subsistence allowances) for the reported period in accordance with Article II.7 of the contract.

The Executive Agency will have 45 days from receipt to approve or reject the final technical report, and the contractor shall have 20 days in which to submit additional information or a new report.

Within 30 days of the date of approval of the final technical report, payment of the balance corresponding to the relevant invoice, equal to 40% of the total amount referred to in Article I.3.1 of the contract shall be made, increased by the amount of approved reimbursable expenses.

- Payment for travel and subsistence expenses:

Reimbursement will be made on presentation of statements of reimbursable expenses according to Article II.7 of the contract, and after their approval.

## 11. Reports and documents to be submitted

The work carried out by the contractor under the contract will be the subject of the following reports, which must be sent to the Executive Agency by the contractor both in hard copy and electronic format.

All reports should have numbered paragraphs and pages.

- **Interim report:** in three hard copies and in electronic format, in English

The interim report will describe the work carried out and the results obtained during each period or phase, the duration of which is specified below, and state in particular:

- the preliminary results of the assessment (A) and the analysis (B);
- the work programme planned for the following period.

The interim report must be sent to the Executive Agency no later than 6 months after signature of the contract.

- **Final report:** in three hard copies and in electronic format, in English

The final report will describe all the work carried out and the results obtained under the contract. It will also contain a summary of the main results obtained.

The draft report must be submitted to the Executive Agency no later than 14 months after signature of the contract. The Executive Agency will then either inform the contractor that it approves the draft or will send him its comments.

Within 30 days of receiving any such comments, the contractor will send the Executive Agency his final report, which will either take account of the comments or put forward alternative points of view.

In the absence of any comments from the Executive Agency within 30 days of its receiving the draft report, the contractor may request written acceptance of it.

The final report will be deemed to have been approved by the Executive Agency if it does not expressly inform the contractor of any comments within 30 days of its request.

## 12. Contractual terms and guarantees

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

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

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

The Executive Agency will not reimburse expenses incurred in preparing and submitting offers.

### **13. No obligation to award the contract**

Completing the adjudication or the procedure of the call for tenders in no way imposes on the Executive Agency an obligation to award the contract.

The Executive Agency shall not be liable for any compensation with respect to tenderers whose tenders have not been accepted, nor shall it be liable when deciding not to award the contract.

### **14. Administrative and financial penalties**

1. Without prejudice to the application of penalties laid down in the contract, candidates or tenderers and contractors who have been guilty of making false declarations or have been found to have seriously failed to meet their contractual obligations in an earlier procurement procedure shall be excluded from all contracts and grants financed by the Union budget for a maximum of two years from the time when the infringement is established, as confirmed after an adversarial procedure with the contractor.

That period may be extended to three years in the event of a repeat offence within five years of the first infringement.

Tenderers or candidates who have been guilty of making false declarations shall also receive financial penalties representing 2 % to 10 % of the total value of the contract being awarded.

Contractors who have been found to have seriously failed to meet their contractual obligations shall receive financial penalties representing 2 % to 10 % of the total value of the contract in question.

That rate may be increased to 4 % to 20 % in the event of a repeat offence within five years of the first infringement.

2. In the cases referred to in paragraph 16.1 points (a), (c) and (d) of these specifications, the candidates or tenderers shall be excluded from all contracts and grants for a maximum of two years from the time when the infringement is established, as confirmed after an adversarial procedure with the contractor.

In the cases referred to in paragraph 16.1 points (b) and (e) of these specifications, the candidates or tenderers shall be excluded from all contracts and grants for a minimum of one year and a maximum of four years from the date of notification of the judgment.

Those periods may be extended to five years in the event of a repeat offence within five years of the first infringement or the first judgment.

3. The cases referred to in paragraph 16.1 point (e) of these specifications shall be the following:

(a) cases of fraud as referred to in Article 1 of the Convention on the protection of the European Communities' financial interests drawn up by the Council Act of 26 July 1995<sup>4</sup>;

(b) cases of corruption as referred to 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<sup>5</sup>;

(c) cases of participation in a criminal organisation, as defined in Article 2(1) of Joint Action 98/733/JHA of the Council<sup>6</sup>;

(d) cases of money laundering as defined in Article 1 of Council Directive 91/308/EEC<sup>7</sup>.

## **15. Requirement as to the tender**

The tender must include:

(a) an administrative part including all the information and documents required by the contracting authority for the appraisal of tenders on the basis of the exclusion and selection criteria set out under paragraphs 16 and 17 respectively of these Tender Specifications;

(b) a technical part including all the information and documents required by the contracting authority for the appraisal of tenders on the basis of the award criteria set out under paragraph 18 of these Tender Specifications;

(c) a financial part setting out prices in accordance with paragraph 19 of these Tender Specifications.

### **ADMINISTRATIVE PART**

The evaluation will be made in three stages: exclusion, selection and award. Only the offers which fulfil the criteria detailed below will be selected for the award stage.

## **16. Exclusion criteria**

### **16.1 Candidates or tenderers shall be excluded from participation in a procurement procedure if:**

(a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are

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<sup>4</sup> Official Journal of the European Communities, C 316, 27.11.1995, p. 48.

<sup>5</sup> Official Journal of the European Communities, C 195, 25.06.1997, p. 1.

<sup>6</sup> Official Journal of the European Communities, L 351, 29.12.1998, p. 1.

<sup>7</sup> Official Journal of the European Communities, L 166, 28.06.1991, p. 77.

- the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) they have been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata;
  - (c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
  - (d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
  - (e) they have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
  - (f) they are currently subject to an administrative penalty referred to in Article 96 (1) of the Financial Regulation (The contracting authority may impose administrative or financial penalties on the following: (a) candidates or tenderers in the cases referred to in point (b) of Article 94, (b) contractors who have been declared to be in serious breach of their obligations under contracts covered by the budget. In all cases, however, the contracting authority must first give the person concerned an opportunity to present his observations.)

Points (a) to (d) of the first subparagraph shall not apply in the case of purchase of supplies on particularly advantageous terms from either a supplier which is definitively winding up its business activities, or from the receivers or liquidators of a bankruptcy, through an arrangement with creditors, or through a similar procedure under national law.

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

**As a general rule, the successful tenderer will be requested, after the award and before the signature of the contract, to also provide evidence that it is not in any of the situations described in points (a), (b), (d) and (e) above within the time limit stipulated by the contracting authority.** In case the successful tender was submitted by a consortium and/or subcontractors are identified, the exclusion criteria evidence shall be submitted in accordance with point 4 of the tender specifications.

This evidence must be in one of the forms described in paragraph 16.2 below.

## **16.2 Evidence**

- (a) The contracting authority shall accept as satisfactory evidence that the candidate or tenderer to whom the contract is to be awarded is not in one of the situations described in point (a), (b) or (e) of paragraph 16.1, a recent extract from the judicial record or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied.

- (b) The contracting authority shall accept, as satisfactory evidence that the candidate or tenderer is not in the situation described in point (d) of paragraph 16.1, a recent certificate issued by the competent authority of the State concerned. Where the document or certificate referred to in paragraph 1 is not issued in the country concerned and for the other cases of exclusion referred to in paragraph 16.1, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.
- (c) Depending on the national legislation of the country in which the candidate or tenderer is established, the documents referred to in paragraph 16.2 shall relate to legal persons and/or natural persons including, where considered necessary by the contracting authority, company directors or any person with powers of representation, decision-making or control in relation to the candidate or tenderer.

### **16. 3 Contracts may not be awarded to candidates or tenderers who, during the procurement procedure:**

- (a) are subject to a conflict of interest;
- (b) are guilty of misrepresentation in supplying 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 16.1, for this procurement procedure.

Candidates or tenderers must certify that they are not in the situation in point (a) by completing and signing the form in Annex IV, 'Declaration of honour'.

## **17. Selection criteria**

### **17. 1 Proof of eligibility**

The tenderer (in case of a consortium, the consortium leader) shall provide evidence of access to contracts (eligibility) according to the followings:

- a) the tenderer indicates in which State it has its headquarters or domicile (Annex Ia) and presents the supporting evidence normally acceptable under its own law.
- b) it indicates its VAT number (Annex IIa/IIb);
- c) it indicates the name and position of the person authorised to sign the contract (Annex Ia);
- d) it indicates its bank account number and bank address (R.I.B. or standard form in Annex III);
- e) if the tenderer is a natural person, it shall complete the standard form in Annex IIc.

f) In case of a consortium, the consortium leader shall submit the Mandate letters (Annex Ib) signed and dated by the consortium members and co-signed by the consortium leader; in case of subcontracting the tenderer shall submit the written commitment proving the willingness of the subcontractor(s) to accept the task proposed to it / them by tenderer.

The tenderers' capacity will be assessed on the basis of the economic and financial capacity and the technical and professional capacity criteria:

## **17. 2 Economic and financial capacity**

### **17.2.1. Purpose**

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 Executive Agency shall have sole discretion in judging the adequacy of tenderers' economic and financial capacity with regard to the provision of the services and, where it considers this insufficient, the right to reject any offer, to accept an offer subject to any advance or stage payments being deferred until the work has been completed or to ask the tenderers to provide a guarantee or performance guarantee.

### **17.2.2. Economic and financial capacity check**

For any tenderer participating in the call, verification of the organisation's economic and financial capacity is mandatory.

In order to be economically and financially viable, a tenderer must demonstrate:

- **Liquidity:** capable of covering its short-term commitments;
- **Solvency:** capable of covering its medium and long-term commitments;
- **Profitability:** generating profits, or at least with a self-financing capacity.

As a consequence, the liquidity, the solvency and the profitability of the tenderer shall be assessed by the Executive Agency.

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 company law of the country in which the economic operator is established.

Tenderers (and in case of a consortium, the consortium leader and the consortium members) are also requested to fill in the form 'Economic and Financial Capacity Overview' in Annex VII.

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

### 17. 2.2.1 Used ratios and noteworthy value

The tenderer's economic and financial capacity check is based on three financial ratios defined as follows:

Purpose	Indicators	Ratios
Liquidity	Current Ratio <sup>8</sup>	$\frac{\text{Current Assets (3)}^9}{\text{Trade and Other Debts (6)}}$
Profitability	Profitability Ratio <sup>10</sup>	$\frac{\text{Gross Operating Profit (14)}}{\text{Turnover (7)}}$
Solvency	Financial Autonomy Ratio <sup>11</sup>	$\frac{\text{Capital and Reserves (4)}}{\text{Total Liabilities (4 + 5 + 6)}}$

In addition, noteworthy values are used as complementary data (Flag).

Purpose	Indicators	Ratios
Financial Capacity	Turnover Flag	The average Turnover (7) of the last 2 accounting years minus $\frac{\text{Estimated Maximum Amount of the Services}}{\text{Duration of the provided service in years}}$
	Equity Flag	Capital and Reserves (4) minus Paid-up Capital (4.1)

### 17.2.2.2. Thresholds

According to the results obtained for each of the abovementioned ratios, the following quotes are given:

Purpose	Indicators	Weak	Acceptable	Good
		0	1	2
Liquidity	Current Ratio	$i < 1$	$1,00 \leq i \leq 1,25$	$i > 1,25$

<sup>8</sup> For the last year for which accounts have been closed

<sup>9</sup> The figures mentioned between brackets refer to the respective accounts listed in Annex VII

<sup>10</sup> For the best of the last two years for which accounts have been closed

<sup>11</sup> For the last year for which accounts have been closed

<b>Profitability</b>	Profitability Ratio	$i < 0,05$	$0,05 \leq i \leq 0,15$	$i > 0,15$
<b>Solvency</b>	Financial Autonomy Ratio	$i < 0,20$	$0,20 \leq i \leq 0,33$	$i > 0,33$

Flags are assessed according the following criteria:

<b>Purpose</b>	<b>Indicators</b>	<b>Weak</b>	<b>Good</b>
<b>Financial Viability and Capacity</b>	Turnover Flag	$i < 0$	$i \geq 0$
	Equity Flag	$i < 0$	$i \geq 0$

### 17.2.3 Conclusion of the economic and financial capacity checks

The financial assessment on the basis of the above mentioned ratios results in scores of "Good", "Acceptable" or "Weak" for the liquidity, profitability and solvency aspects of the tenderer.

A tenderer subject to a verification of its economic and financial capacity who obtains an overall score of less than 3 points as a result of the above ratios will be considered to have a "Weak" economic and financial capacity.

Moreover, despite an overall score of 3 points or more under the abovementioned ratio analysis, the economic and financial capacity of a tenderer will be considered as "Weak", if both the noteworthy values, knowing the Turnover Flag and the Equity Flag, are considered "Weak".

## 17.3. Technical and professional capacity

Technical and professional capacity of the tenderer shall be evaluated and verified in accordance with point 17.3.1 and 17.3.2 as follows:

### 17.3.1. Requirements

The tenderer must meet the following criteria

- i. at least three years of relevant professional experience in the field of mental health and health system analysis.
- ii. the capacity to put together a team with members of at least one year experience of relevant professional activities. The team shall have a leader with at least five years of relevant professional experience.
- iii. the tenderer needs to have access to a network that covers at least more than two thirds of the Member States and with members experienced in mental health system questions.

The tenderer should also be able to build up contacts to those countries described in point 2 that are not covered by the network through other networks.

Technical and professional capacity of tenderers shall be evaluated and verified in accordance with paragraph 2.

### **17.3.2. Evidence**

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

- (a) the educational and professional qualifications of the service provider or contractor and/or those of the firm's managerial staff and, in particular, those of the person or persons responsible for providing the services or carrying out the works.

The tenderer shall enclose the curricula vitae as well as a summary table of main expertise of the persons responsible for providing the services. A list of the publications in scientific journals of the team members shall also be enclosed.

A description of nature and qualification of the network used for obtaining country information including short CV's of the contact persons in the countries shall also be enclosed.

- (b) a reference list of the principal services provided / studies performed in public health in the past three years, with the sums, dates and recipients.

## **TECHNICAL PART**

The technical proposal shall describe in detail how the services listed in point 2 will be provided by the tenderer.

## **18. Award criteria**

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) Technical evaluation criteria in their order of importance as weighted by percentage:

<b>N°</b>	<b>Qualitative Award criteria</b>	<b>Weighting (max. points)</b>
1.	Understanding of the objectives of the contract and the work to be carried out.	30
2.	Quality and relevance of the methodology set out in the tender, and credibility of work plan to deliver the work.	30
3.	Quality of the proposed report	40

<i>Total points</i>	100
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The criteria are detailed as follows:

1. The tender should include a description outlining the contractor's understanding of the key issues involved.
2. The tender should include a description of the methodologies including an explanation of what assumptions may be needed and how they will be justified. It should also include a work plan, a detailed timetable, a risk analysis and an analysis of the quality of the drafted indicators.
3. The tender should provide detail on what the contractor will deliver to meet the requirements of this specification and sufficient information on the proposed content and structure of the deliverables.

**The successful tender will need to score a minimum of 70 points and must get at least half of the maximum points available for each criterion. Tenderers falling below these thresholds will be eliminated.**

(b) Price.

The tenders will be ranked by applying the following formula:

Technical quality will be weighed against price on a 70/30 basis.

The points of the price are calculated by the following formula: (price of the lowest passing bid/price of the bid in question) x 100.

Then, the price and quality scores will be calculated by multiplying:

- The points awarded for the technical quality by 0.70
- the points awarded for the financial bid by 0.30.

The price and quality scores are then added together and the contract will be awarded to the tender achieving the highest score.

**FINANCIAL PART**

**19. Financial part**

Prices must be presented in the standard format of Annex V.