



SPECIFICATIONS ATTACHED TO THE INVITATION TO TENDER

**Call for tender n° EAHC/2010/Health/06 concerning
the preparation of a report on health inequalities in the EU**

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1. Title of contract

Preparation of a report on health inequalities in the European Union

2. Purpose and context of contract

The work to be prepared under this call for tender is to contribute to the implementation of the EU framework for action on health inequalities set out in the Commission Communication "Solidarity in health: Reducing health inequalities in the EU", COM(2009)567¹.

The European Commission (hereafter referred to as the 'Commission') regards the extent of the health inequalities between people living in different parts of the European Union and between socially advantaged and disadvantaged EU citizens as a challenge to the EU's commitments to solidarity, social and economic cohesion, human rights and equality of opportunity. The actions described in the Communication lay the framework for sustained action in this area. One of the actions is to produce a first progress report on the situation in 2012. This call for tender is intended to provide the principal input into this progress report.

The contracting authority of the service contract under this public procurement procedure will be the Executive Agency for Health and Consumers (hereafter referred to as the 'Executive Agency' or 'EAHC').

3. Subject of contract

The main objective of this call for tender is to produce a comprehensive report on health inequalities and the actions being taken to combat them in the European Union.

3.1 The objectives of the work are:

- i. To document and review the health inequalities situation in the EU including recent trends.
- ii. To document and review the policy response to health inequalities at EU, national and where relevant sub-national levels.
- iii. To provide an analysis and commentary including implications and suggestions for possible future actions.

3.2 Minimum requirements for the work

Objective i) - EU level analysis of health inequalities

The analysis should provide as comprehensive picture as possible of the health inequalities situation and recent trends in the EU, concentrating in particular on differences in mortality,

¹ <http://tinyurl.com/y9c66r9>

morbidity, life expectancy, healthy life years, self perceived health and determinants of health. Analysis of trends using time series, geographical distribution of health inequalities using maps and social distribution of health inequalities using tables and graphs and other means of presentation should illustrate the situation.

A description of the main findings and interpretation of the data used should be in a written commentary

- a. between Member States and regions of the EU; and
- b. between social groups in the EU defined on the basis of available information including gender, age group, income, education, occupational group and where possible ethnic group.

The following EU data sets should each be reviewed and reported on in detail:

- Mortality datasets held by Eurostat (<http://epp.eurostat.ec.europa.eu/portal/page/portal/eurostat/home/>)
- SILC data
- ECHI (http://ec.europa.eu/health/indicators/echi/index_en.htm)
- EU Labour force Survey
- EU Health Interview Survey data (EU HIS)
- Other relevant EU data sets on social and economic conditions, which the tenderer is expected to identify in the offer.

In addition these data should be supplemented by a literature search and review of scientific and governmental reports published in the last ten years, relating to the health inequalities situation in Europe published in any of the EU Official languages. Tenders should specify the proposed search methodology and inclusion criteria for this element.

Objective ii) - Review of the policy response

This should include:

1. A section on the EU level response. This should contain:
 - a. a description of the activities at EU level prior to publication of the Commission Communication on health inequalities COM(2009)567 in October 2009, including activities under the Open method of Coordination on social protection and inclusion and activities under the EU Public Health Programme (2003-08), second Health Programme (2008-13) and EU Expert Group;
 - b. an overview of activities at EU level since October 2009 focussing on progress in relation to the main actions in COM(2009)567.
2. A section on the national and sub-national response. This should be informed by a literature review and a review of original policy documents from Member States and information obtained from key informants. In addition to informants identified by the contract these should also include informants identified by the Commission services such as members of the EU Expert Group on social determinants of health and health inequalities and experts identified through the Social Protection Committee. Tenderers should make clear in their offer how they would intend to obtain such information, define "key informants" and how they will ensure sufficient expertise to be able to carry out a review of original documents in all relevant languages.

Inclusion of sub-national activity should as far as possible be included for all Member States but priority should be given to those Member States where there are clear sub-national responsibilities for public health policy. Such material should aim to be illustrative rather than comprehensive.

Objective iii) - An analysis and commentary including implications and suggestions for possible future actions

Commentary on the findings should be provided and conclusions and implications summarised at the end of each of the two sections covering the EU Level Analysis and the Policy response and at the end of the report.

The report should contain the elements described above and in addition provide:

- Policy recommendations on future action
- A section identifying key gaps in knowledge and making recommendations for further action to fill these gaps.
- A statistical annex.

The review should focus particularly on the EU27 population. The report should also include information, where available and appropriate, from non-EU countries which are participating in the EU Health Programme at the time of the signature of the contract. In summary information and analysis it should always be clear what elements refer to the EU27 and what to non Member States.

3.3 Peer review of pre-final report and other conditions

Tenderers must indicate their willingness to take part in a peer review process to be organized by the EAHC/Commission with the input of the contractor.

Peer review process

The pre-final report will be submitted to peer review by EAHC/Commission. The names of the reviewers will be selected by the EAHC/Commission informed by, but not restricted to, names provided by the contractor. In addition, a peer review meeting should be organised. Please see the below timetable for the timing of this peer review.

The responsibilities of the contractor will be:

- To suggest the names of a minimum of 3 possible reviewers who have not been involved in the work but who could be approached by the EAHC/Commission to provide a critical appraisal.
- To organize a peer review meeting with up to 12 experts invited by the contractor in agreement with the EAHC/Commission as well as EAHC/Commission representatives. The details of time and place for this meeting are to be agreed with the EAHC/Commission. The budget for this meeting should be included in the offer including payment of the expenses of the experts. This meeting should take place in Luxemburg or Brussels.
- To provide a written report of the meeting.

- To respond in writing to the EAHC/Commission to the written comments received from peer reviewers/EAHC/Commission as well as to comments obtained at the meeting.
- To make modifications to the report, based on the comments from the peer review, before submitting the final report to the Commission/EAHC.

3.4 Deliverables to be provided:

1. An inception report, summarizing the discussion from the kick-off meeting (M1-2).
2. An interim report on the first findings, progress of the work and next steps (M6).
3. A detailed technical report covering all the items described under 3.2 i), ii), iii), above together with necessary statistical annexes (final report, in M18). A draft of this report (pre-final report) is to be submitted in M12.
4. A summary report suitable for understanding by a non specialised reader. This should contain the main findings described in straightforward language, explaining all technical terms. It should be illustrated with graphics and should be supplied in publishable form. Suggested length: 10-20 pages (in M18).
5. 4 posters summarising the work and the main findings. They should be each of A0 size or similar and provided in electronic form and in hard copy mounted on light board or card, suitable to affixing to a stand. A set of 3 posters should summarize the work. In addition, a short summary should also be produced fitting on one poster. Posters should be in English with suitable graphics. Draft posters should be presented at the peer review meeting (M14) and then finalized for M18.
6. A list of potential reviewers (M12)
7. A peer review meeting, including a report of peer review meeting (M14).
8. A written response to comments from reviewers and from the EAHC/Commission (M16).

Timeframe for providing the services

The overall indicative timeframe is the following:

MONTH	ACTIVITY
M1-2	Inception meeting, provision of the inception report
M 6-7	Interim report to be provided to EAHC/Commission
M7	Mid-term meeting
M 12	Pre-final report to be provided to EAHC/Commission, along with at least 3 names of potential reviewers
M 13	Approval of pre-final report and submission to peer review by EAHC/Commission
M 14	Comments from the peer reviewers and EAHC/Commission are provided by EAHC/Commission to the contractor

M 15	Peer review meeting, preparation of the meeting report Presentation of the draft posters at the meeting
M16	Response in writing by the contractor to the comments raised by the peer reviewers on the pre-final report – this includes the written comments provided in M14 as well as comments from the peer review meeting in M15
M18	Final meeting, provision of the final report, the summary report, final posters

A detailed timetable should be provided in the offer.

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
- Annex VII: Economic and financial capacity overview form
- Annex VIII: Checklist

6. Visits to premises or briefings

The contractor will be required to take part, at their own expense (to be indicated in Annex V), in 3 half day meetings in Luxembourg at the beginning, middle and end of the contract period, during which they will be expected to discuss the work and be prepared to modify it incorporate the comments from the EAHC/Commission as foreseen below. The middle meeting will include the presentation and discussion of the interim report.

Generally, 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.).

In addition, the contractor should participate in the peer review meeting described above.

7. Variants

Variants are not accepted.

8. Volume of contract

The maximum contract price is **EUR 250,000**.

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 (deliverable 2);
- the relevant invoices;
- 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 (deliverable 3), a summary report (deliverable 4) and the posters (deliverable 5);
- the relevant invoices;
- 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). Text shall be in Microsoft Word for Windows and data and statistics tables in Microsoft Excel format.

All reports should have numbered paragraphs and pages.

- **Interim report:** in 3 hard copies and in electronic format, in English

The reports or documents 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 effects, if any, of the results obtained on the overall work covered by the contract;
- 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.

- **Pre-final reports or documents:** in 3 hard copies and in electronic format, in English

The pre-final report must be sent to the Executive Agency no later than 12 months after signature of the contract. It then will be submitted to peer review as described above.

- **Final report:** in 3 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 final report must be submitted to the Executive Agency no later than 18 months after signature of the contract. The Executive Agency will then either inform the contractor that it approves the report 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 1995²;

(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 1997³;

(c) cases of participation in a criminal organisation, as defined in Article 2(1) of Joint Action 98/733/JHA of the Council⁴;

(d) cases of money laundering as defined in Article 1 of Council Directive 91/308/EEC⁵.

15. Requirement as to the tender

² Official Journal of the European Communities, C 316, 27.11.1995, p. 48.

³ Official Journal of the European Communities, C 195, 25.06.1997, p. 1.

⁴ Official Journal of the European Communities, L 351, 29.12.1998, p. 1.

⁵ Official Journal of the European Communities, L 166, 28.06.1991, p. 77.

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 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

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 ⁶	$\frac{\text{Current Assets (3)}^7}{\text{Trade and Other Debts (6)}}$
Profitability	Profitability Ratio ⁸	$\frac{\text{Gross Operating Profit (14)}}{\text{Turnover (7)}}$
Solvency	Financial Autonomy Ratio ⁹	$\frac{\text{Capital and Reserves (4)}}{\text{Total Liabilities (4 + 5 + 6)}}$

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

Purpose	Indicators	Ratios
Financial	Turnover Flag	The average Turnover (7) of the last 2

⁶ For the last year for which accounts have been closed

⁷ The figures mentioned between brackets refer to the respective accounts listed in Annex VII

⁸ For the best of the last two years for which accounts have been closed

⁹ For the last year for which accounts have been closed

Capacity		accounting years minus <u>Estimated Maximum Amount of the Services</u> 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	$i < 1$	$1,00 \leq i \leq 1,25$	$i > 1,25$
Profitability	Profitability Ratio	$i < 0,05$	$0,05 \leq i \leq 0,15$	$i > 0,15$
Solvency	Financial Autonomy Ratio	$i < 0,20$	$0,20 \leq i \leq 0,33$	$i > 0,33$

Flags are assessed according the following criteria:

Purpose	Indicators	Weak	Good
Financial Viability and Capacity	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 3 years of relevant professional experience in the field of public health consulting and reporting including work on health inequalities.
- ii. The capacity to put together a team with members – such as health specialists with focus on health inequalities, health statisticians and experts in fields related to health inequalities – of at least 3 years experience. One member of the team should have previous experience in leading report writing on health inequalities. A copy of the report should be supplied. The team leader shall have at least 10 years of relevant professional experience.
- iii. The tenderer must have prepared (or participated in the preparation) in the last five years at least one document, and preferably more, which provides an analysis of the public health of a population.

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/may 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 relevant publications of the team members shall also be enclosed.

- (b) a reference list of the principal services and works provided in the past five years, with the sums, dates and recipients, public or private; including copies of relevant documents (see iii) under 17.3.1).

TECHNICAL PART

The technical proposal shall describe in detail how the services listed in point 3 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:

N°	Qualitative Award criteria	Weighting (max. points)
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 the work plan to deliver the work.	30
3.	Efficiency, quality and usefulness of the proposed deliverables.	40
<i>Total points</i>		100

The criteria are detailed as follows:

1. The tender should include a short description outlining the tenderer's understanding of the key issues involved in the measurement of health inequalities with particular reference to the EU situation.
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.
3. The tender should provide detail on what the tenderer will deliver to meet the requirements of this specification. Sufficient detail on the proposed content of the deliverables should be provided as well.

For all criteria above, a 60% threshold is required. Tenderers falling below these thresholds will be eliminated. Moreover, tenders that have not obtained a total at least 60 out the 100 points will be excluded.

(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.