



**SPECIFICATIONS ATTACHED TO THE INVITATION TO TENDER**

**Call for tender n° EAHC/2010/Health/08 for concluding Multiple Framework Contracts with reopening of competition on external assistance concerning activities in the area of Health Security**

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## 1. Title of Framework Contract

**Multiple Framework Contracts with reopening of competition on external assistance concerning activities in the area of Health Security**

## 2. Purpose and context of contract

### 2.1. Purpose

The Work Plan for 2010 for the implementation of the second programme of Community action in the field of health (2008-2013) includes the financing decision for grants and contracts by the European Commission in the field of public health. The second Health Programme is intended to complement, support and add value to the policies of the Member States and contribute to increased solidarity and prosperity in the European Union.

The Programme's objectives include that of improving citizens' health security.

The Programme covers also identification of additional health threats, such as those posed by physical and chemical agents, addresses interoperability between mechanisms, health systems, plans and strategies with a particular focus on cross-sector activities, including those targeting health risks and diseases at the interface between public health, animal health and ecosystems.

Activities to coordinate and support the health security preparedness, response capacity and planning of the Member States against biological, chemical and radiological agent attacks are being developed by the Health Security Committee (HSC)<sup>1</sup>.

### 2.2. Context of the Multiple Framework Contracts with reopening of competition

The objective of this call for tender is the conclusion of Multiple Framework Contracts with reopening of competition (hereafter referred to as 'Framework Contracts') with tenderers that able to assist Executive Agency for Health and Consumers (hereafter referred to as 'EAHC' or 'Executive Agency') and the Directorate-General for Health and Consumers of the European Commission (hereafter referred to as the 'Commission' or 'DG SANCO') in carrying out its activities related to health security.

**This call for tender is a *relaunch* of lot 1 and 3 of 'Call for tender n° EAHC/2009/Health/06 for concluding Multiple Framework Contracts with reopening of competition on external assistance concerning activities in the area of Health Security' with several modifications. The Framework Contract for lot 2 of call for tender n° EAHC/2009/Health/06 was awarded in 2009.**

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<sup>1</sup>The priorities of the EU Health Security Committee for 2008-2013 can be found at [http://ec.europa.eu/health/ph\\_threats/Bioterrorisme/docs/keydo\\_bio\\_05\\_en.pdf](http://ec.europa.eu/health/ph_threats/Bioterrorisme/docs/keydo_bio_05_en.pdf)

This call for tender divided into 2 lots:

**Lot 1 – The provision of services relating to health crisis preparedness: research, training, communication and IT**

**Lot 2 – Meetings of the EU Health Security Committee, sections and working groups: preparation of conferences and the drafting of technical documents.**

Tenderers can submit tenders for one or both lots. Each lot has to be the subject of a separate tender mentioning the title and the number of the lot clearly. The submission of an offer covering only one part of one lot is not accepted and will lead to the exclusion of the offer.

The contract follows the **Multiple Framework Contract with reopening of competition system**, since the exact nature, quantities, subject and the precise timing of delivery or execution of the services cannot be specified in advance. The purpose of this system is to put contractors of the Framework Contracts into competition at later stages. The Framework Contracts, as the result of the present public procurement procedure – if successful –, will be awarded without any declared or effective priority or ranking amongst them.

The EAHC, as the contracting authority, will conclude Framework Contracts for each lot with a maximum of 3 contractors each. The terms of the Framework Contracts will be the same for each contractor of one lot, they will state the general contractual rules, including technical, administrative and financial. Framework Contracts place reciprocal obligations on the parties with regard to those elements which are unalterably and unequivocally established when the Contract is concluded, such as price, subject, basic performance conditions and duration.

The Framework Contracts will be concluded for a period of **36 months** from the date of signature. The Framework Contracts may be renewed once for a consecutive period of 12 months.

The draft Framework Contract (including a model specific contract), which will apply to this call for tender, is provided in Annex VI. When preparing the offers tenderers must take it into consideration the conditions laid down in the draft Framework Contract and its annexes, submitting an offer means that tenderers accept them.

**The tenderers shall note that the aim of the public procurement procedure is to ensure the provision of services for the Commission.**

**The Executive Agency, in accordance with its mandate and acting on behalf of the European Commission, may sign specific contracts and will be managing in particular the administrative, financial part of the contracts.**

**The Commission is also entitled to use the Framework Contract for signing specific contracts for covering its own needs. In this case, references to the ‘Executive Agency’ in the Framework Contract and the specific contract should be interpreted as the ‘Commission’.**

## 2.3. Procedure for specific contracts

The present tender specifications for awarding Framework Contracts set out a general description of the tasks. According to the detailed needs, when EAHC or the Commission would like to contract specific services, they will specify the type of services needed, the timetable and send a written request to the contractors of the Framework Contracts to submit an offer. More particularly, this request for specific offer will set out:

- the deadline for submitting a specific offer,
- the terms of reference for the service to be provided,
- the deliverables to be provided,
- the duration of the service and the performance deadlines,
- the number of meetings between the Contracting Authority and the contractor (if applicable),
- the exact form of reporting (if applicable),
- payment instalments and invoicing address (if applicable).

Within 3 days, the contractors of the Framework Contract shall acknowledge the receipt of the request for specific services. The contractors are obliged to respond in writing to each request received from EAHC/Commission depending on who will be the contracting authority for the specific contract. Within the deadline specified in the request for offers, the contractors will provide EAHC/Commission with a written specific offer for the provision of the required services. If the contractor is not in the position to make a specific offer, a written justification must be provided by the deadline for submission of the offer at the latest.

EAHC/Commission will examine the specific offers received. Evaluation of the award criteria in the course of the award of the Framework Contract, and of the specific offers will be independent from each other, for the two assessments two different sets of award criteria will be used, as indicated in point 18. The specific contract will be awarded on the basis of the award criteria established in point 18.2.

## 3. Subject of the Framework Contracts

The contractors of the Framework Contracts will be asked to submit specific offer(s) to provide technical and scientific support in the following areas:

<b>3.1 <u>Lot 1: The provision of services relating to health crisis preparedness: research, training, communication and IT</u></b>
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The envisaged actions concern the area of preparedness for public health crisis situations including identification of best practices and drafting of documents, but also evaluation of logistic aspects of managing of crisis situations taking into account the international dimension of events.

The envisaged activities could cover the following activities and could include of the following (the list is not exhaustive):

ACTIVITY FIELD	INDICATIVE LIST OF SERVICES TO BE PROVIDED
<p><b>ACTIVITY AREA 1.</b></p> <p><b>Activities related to research and scientific services (including providing training) in the area of preparedness for crisis situations</b></p>	<p>1.1. Identification of best practices on crisis management and analysis of the conditions of their transfer in various areas (interoperability)</p> <p>1.2. Preparing reference guidelines on how to manage public health crisis situations</p> <p>1.3. Logistic aspects for managing a crisis, such as how to set up a crisis team, mechanisms of coordination</p> <p>1.4. Progressing of modelling schemes and techniques for health emergency planning</p> <p>1.5. Training of staff and support staff to deal with the unexpected or training curricula (nature of training, target, content)</p>
<p><b>ACTIVITY AREA 2.</b></p> <p><b>Activities related to communication</b></p>	<p>2.1. Management of information</p> <p>2.2. Communication towards professionals, media and public</p> <p>2.3. Assisting in information exchange between experts and policymakers and communication with the public and media</p> <p>The following activities could also be expected:</p> <ul style="list-style-type: none"> <li>– To disseminate to EU Member States of key actions identified within the global health security initiative (GHSI) such as media communication activities and pandemic influenza, laboratory relevant issues or medical countermeasures by organization of workshops</li> <li>– In certain cases, it could also be requested from the Contractor to propose solutions of dissemination of the produced documents, guidelines and agreed procedures in order to maximize the impact of the actions and tools developed within the framework of this call for tender.</li> </ul>
<p><b>ACTIVITY AREA 3.</b></p> <p><b>Activities related to IT services</b></p>	<p>3.1. The creation or the adaptation of contents (editorial and graph) for the web pages of DG SANCO which are published on the Europa server (including the creation of new pages, the improvement of navigability and of the clarity of the texts)</p> <p>3.2. Developing of multimedia and interactive functionalities</p> <p>3.3. Developing specific IT tools</p> <p>The attention of the tenderer is drawn to the following points:</p> <ul style="list-style-type: none"> <li>– The work related to the web may include editorial and/or graphic development services. The contractor will have to work on the web design and the electronic publication and to update himself of technological developments in the sector.</li> </ul>

- Regarding the SANCO websites, tasks may include the analysis and adaptation of sites to the various target-publics (graphic art, ergonomics, navigability, functionalities etc.)
- Work may also include the creation of statistical reports on the use of the web, and the publication and survey and on-line vote management
- As a general rule, the contractor will have to respect the policy of information technologies of the European Commission. For more information please go to:
  - [http://ec.europa.eu/ipg/index\\_en.htm](http://ec.europa.eu/ipg/index_en.htm)
  - [http://ec.europa.eu/dgs/informatics/index\\_fr.htm](http://ec.europa.eu/dgs/informatics/index_fr.htm)
- The contractor's work will have to be in conformity with the IPG (Information Providers Guide) and WAI rules (Web Accessibility Initiative). For more information, please go to: <http://www.w3.org/WAI/>
- Regarding **task no 3.3** the tenderer shall note that:
  - The contractor will have to comply with the rules laid down for the Europa server. For more information please go to: [http://ec.europa.eu/ipg/index\\_en.htm](http://ec.europa.eu/ipg/index_en.htm).
  - The contractor has to take account of the fact that DG SANCO intends to migrate its existing web sites towards the CMS system (Content Software Management) standard used by the European Commission.
  - All the functionalities developed by the contractor will have to make it possible to guarantee a consistent editorial presentation and compatible with the charter of the Europa site (for more information go to: [http://ec.europa.eu/ipg/index\\_en.htm](http://ec.europa.eu/ipg/index_en.htm)) and will also have to allow the import of the contents worked out by the contractor towards the CMS of the Commission.

**Ownership of the result of the service provided:**

According to Article II.8 of the Framework Contract, any results or rights thereon, including copyright and other intellectual or industrial property rights, obtained in performance of the Contract, shall be owned solely by the Union, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where industrial or intellectual property rights exist prior to the Framework Contract being entered into.

	<p>In the event that the contractor would not continue to provide IT services under this Framework Contract for whatever reason, the conditions of Art. I.12 under the special conditions in the Framework Contract will apply.</p> <p>In particular, in case of <b>task no 3.3</b>, the complete documentation will have to be provided to the Commission on all IT tools developed under the specific contract. Moreover, the Contractor will have to transfer to the Commission the ownership or the right of usage of programmes and of royalty free images necessary in order to allow the Commission and its future contractors to continue developing and using the developed tools.</p>
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**The tenderer submitting an offer for lot 1 shall cover all three activity areas.**

**3.2 Lot 2: Meetings of the EU Health Security Committee, sections and working groups: preparation of conferences and the drafting of technical documents**

This activity of the Contractor will give support for the operation of the EU Health Security Committee and its sections and working groups. In general, this could include drafting of activity reports of the Health Security Committee, organising of and giving follow up to meetings and workshops on health security themes, drafting of technical documents on health security related topics as indicated above, analysis of health events which are of relevance for health security.

In more details, the envisaged activities could include the following (the list is not exhaustive):

ACTIVITY FIELD	INDICATIVE LIST OF SERVICES TO BE PROVIDED
<p><b>ACTIVITY AREA 1.</b></p> <p><b>Activities related to providing administrative services to the Health Security Committee</b></p>	<p>1.1. Organisation of and follow up to meetings, work shops and events; including reporting on meetings and events</p> <p>1.2. Preparing activity reports of the Health Security Committee and its sections</p>
<p><b>ACTIVITY AREA 2.</b></p> <p><b>Activities related to providing scientific services related to the work of the Health Security Committee</b></p>	<p>2.1. Drafting of technical documents on health security related topics</p> <p>2.2. Analysis of the health events which are relevant for health security</p>

**Please note:** The tenderers **may** consider the following scenario as a **possible** indication of the volume of the work to be contracted under the specific calls for tender:

Organisation of meetings and workshops:

- two plenary meetings per year with 50 participants each,
- six section meetings per year with 40 participants each,
- ten working group meetings per year with 18 participants each,
- four theme specific workshops per year with 50 participants each,
- four theme specific workshops per year with 50 participants each,
- four meetings with stakeholders per year with 30 participants each.

Technical working documents concerning health security topics:

- drafting of 30 timeframe for that – 3 yrs (over the course of 3 years) technical documents on health security topics demanding specific expertise in health aspects of CBRN, emergency preparedness, pandemic preparedness, and international public health issues,
- monthly analysis and alert reports on chemical and radio nuclear threats, weekly – how will that be handled under a specific contract – to be discussed, monthly and reports for bi annual meetings of the Health Security Committee,
- the activities by the Health Security Committee in its plenary, sections and working groups, e.g. meetings held, documents and opinions adopted, recommendations given will be reflected in reports as well.

Furthermore, relating to **activity area 1.**, actions such as organisation, follow up and reporting of meetings, work shops and events can include (the list is not exhaustive):

- the planning of the event with regards to the budget and to operational aspects,
- Practical aspects, e.g. research and the hiring of meeting places on the basis of a tariff negotiation "all included" (including the supply of water, of electricity and of means of telecommunications, the insurance of civil liability), the decoration of the meeting places etc.
- general coordination with EAHC and the Commission and with other contractors possibly taking part in the implementation of the Framework Contract,
- organisation of meetings with stakeholders (expert groups, authorities, industry, NGOs, etc) usually up to thirty persons– can we be more precise or give an example?,
- when events are organised by third parties (e.g. EU institutions, other Commission services, etc), and the Commission has been asked to contribute to the organisation of an event who could this be, what do you mean by that?: the coordination of the logistical and technical questions with the organisers before, during and after the event,
- management and the monitoring of the participants, including all the tasks related to the participants' registration (e.g.: adoption of an on-line recording site, relations with

the participants, consignment of invitations personalized by e-mail and/or postal mail, summaries, confirmations, practical information, telephone calls, answer to the questions of the participants, establishment of a list of guests, the final attendance list, etc.).

- the participants' reception on the place of the event by a multilingual personnel, the supply of the badges, programmes, the participants' kits and other promotional articles,
- the organisation of "catering" and of the participants' meals,
- the organization of the accommodation, of the travel (plane or train) and local transport of the participants including provision of any information useful to the participants and provision of the train or plane tickets,
- the repayment of the participants' travel expenses (trips, housing where applicable, and other allowances),
- the promotion of the event including by use of the Internet if necessary,
- circulation of invitations and working documents to the participants of each of these meetings; registration of participants; support during the meetings (copying and distribution of session documents),
- reporting from meetings with stakeholders including drafting and circulation of minutes, communication notices on these meetings (for website, written information material etc.),
- preparing the yearly activity reports of the Health Security Committee, and twice yearly activity reports of Health Security Committee sections.

#### Concerning **activity area 2**:

Supporting the work of the Health Security Committee for **task no. 2.1** could include activities such as the **drafting** of:

- technical working documents in relation to the EU Health Security Committee plenary, sections and working group meetings, and for international activities and meetings on health security in which EAHC/DG SANCO participates,
- technical follow-up working documents, including action plans for follow-up of the meetings,
- documents and reports to support evidence based decision-making in the area of Public Health crisis management,
- The contractor may also be asked to identify relevant stakeholders.

Concerning **task no 2.2**, elements of activity of investigations and analysis of public health relevant events in support of evidence based decision-making (in biological, chemical and radio/nuclear subject areas) could be as follows (the list is not exhaustive):

- carrying out risk assessment, by exploring existing structures and systems, of suspected or real cases of accidental or deliberate release of harmful agents (CBRN) in view of potential or real health threats that might result thereof,
- scanning existing databases and information tools for CBRN relevant events,
- drafting of lessons learnt reports from events including proposals for public health driven activities to be better prepared in the future,
- monitoring events, which are not in the direct responsibility of European Centre for Disease Prevention and Control,
- providing documents on the basis of the above elements to report to the Health Threats Unit of DG SANCO and EU Health Security Committee on weekly basis, with summary reports to each Health Security Committee plenary meeting (6 month intervals) and to the monthly audio-conferences of the Committee.

**The tenderer submitting an offer for lot 2 shall cover both activity areas.**

**When providing the specific services, if the tasks of the contractor include handling of personal data, the contractor shall be aware of the data protection rules<sup>2</sup> applicable to EU institutions and bodies and shall be able to perform services in conformity with them. The contractors, in such cases, act as external processor within the meaning of Article 23 (2) of Regulation 45/2001.**

**With regard to the possible services to provide as indicated under lot 2, the attention of the tenderers is drawn to the fact that they will have to show high flexibility to answer for the requests for specific offers within the short period of time fixed in the specific request.**

#### **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**

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<sup>2</sup> Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to processing of personal data by the Community institutions and bodies and on the free movement of such data

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
- 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: Framework Contract and annexes (including the specific contract)
- Annex VII: Economic and financial capacity overview
- Annex VIII: Checklist

## **6. Meetings with contractors for the administrative and contractual aspects of contracts (Framework contracts & Specific contracts)**

### **Meetings with contractors of the Framework Contracts**

Meetings shall take place in the offices of Unit C3 (Health Security), Directorate-General for Health and Consumer Protection (Luxembourg, rue Eugene Ruppert 11) or at the Health Unit, Executive Agency for Health and Consumers (Luxembourg, Rue Guillaume Kroll 12).

Generally one inception meeting (kick-off meeting) with contractors is planned after the signature of the Framework Contract. Afterwards the meetings will be called depending on the EAHC/Commission's needs. A maximum of 7 visits can be foreseen in total.

In the Annex V the tenderers are requested to indicate separately the total cost for these visits. This total amount must include the travel costs and the subsistence allowances for two representatives for two days in Luxembourg (two days per visit). The maximum daily subsistence allowance to take into account in this amount is set to 237,00 € for visit to

Luxembourg. This allowance is deemed to cover accommodation, breakfast and main meals, local travel (including taxi) and sundries.

Reimbursement will be made on presentation of original supporting documents of reimbursable expenses according to the Framework Contract, and after their approval.

### **Meetings with contractors of the specific contracts**

Meetings shall take place in the offices of Unit C3 (Health Security), Directorate-General for Health and Consumer Protection (Luxembourg, rue Eugene Ruppert 11) or at the Health Unit, Executive Agency for Health and Consumers (Luxembourg, Rue Guillaume Kroll 12).

They will be held according to the information provided during the procedure for concluding specific contracts (e.g. in the terms of references).

At this stage it is not required to indicate the costs of the visits.

## **7. Variants**

Variants will not be accepted.

## **8. Volume and duration of Framework Contracts**

The maximum indicative amount of the services which may be ordered over a four-year period covered by the Framework Contracts could amount to **5 500 000 €**

The 5 500 000 € is divided in the 2 lots as follows:

- Lot 1: 2 500 000 €
- Lot 2: 3 000 000 €

The Framework Contracts shall be concluded for a period of 36 months, with the possibility of being renewed once for a consecutive period of 12 months.

Specific contracts will be signed for the value and duration indicated in them. The specific contracts shall be signed within the duration of the Framework Contract.

The Framework Contract shall continue to apply to specific contracts executed after the Framework Contract expires. The service under such specific contracts shall be provided at latest within 12 months after the expiry of the Framework Contract, the duration of the specific contract can in no way be more than 14 months after the expiry of the Framework Contract.

## 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

### 10.1 Pre-financing

Following the signature of the specific contract by the last contracting party within 45 days of the latest of the following dates:

- the receipt of a relevant invoice indicating the reference number of the Contract and the specific contract to which it refers;
- the receipt of the inception report (if foreseen by the contract);
- [the receipt by the Executive Agency of a duly constituted financial guarantee equal to at least [complete] % of the total value of the order or specific contract (if foreseen by the contract)]<sup>3</sup>

a pre-financing payment of EUR [complete amount in figures and in words] equal to 30 % of the total amount referred to in Article I.3.1 of the specific contract (see Annex III) shall be made.

### 10.2 Interim payment

Requests for interim payment by the Contractor shall be admissible if accompanied by:

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<sup>3</sup> This guarantee shall be mandatory for pre-financing payments exceeding EUR 150 000 or in the case referred to in Article 135(6), second subparagraph, of the rules for the implementation of the Financial Regulation (Regulation No 2342/2002, as amended by Regulations No 1261/2005, No 1248/2006 and No 478/2007):if the contracting authority does not require proof of the selection criteria capacity for contracts lower or equal to EUR 60.000, pre-financing must be backed by a financial guarantee of the same amount. However, where the contractor is a public body, the authorising officer responsible may, depending on his risk assessment, waive that obligation.

- an interim technical report in accordance with the instructions laid down in Annex I
- the relevant invoice(s), indicating the reference number of the Contract and of the order or specific contract to which they refer,
- [statements of reimbursable expenses (travel and subsistence allowances) for the reported period in accordance with Article II.7].

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

Within 45 days of the date on which the report is approved by the Executive Agency an interim payment corresponding to [the relevant invoices] [equal to 30 % of the total amount referred to in Article I.3.1 of the specific contract] shall be made, increased by the amount of approved reimbursable expenses.

### 10.3 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 Annex I
- the relevant invoice(s), indicating the reference number of the Contract and of the order or specific contract to which they refer,
- [statements of reimbursable expenses (travel and subsistence allowances) for the reported period in accordance with Article II.7].

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

Within 45 days of the date on which the report is approved by the Executive Agency, payment of the balance corresponding to [the relevant invoices] [equal to 40 % of the total amount referred to in Article I.3.1 of the specific contract] shall be made, increased by the amount of approved reimbursable expenses.

### 10.4 Reimbursement of travel and subsistence expenses (for interim & balance payments)

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**

Reporting requirements, including delivery deadlines and schedules of the meetings, will be defined in the frame of each specific contract. The reports or documents will describe the work carried out and the results obtained during each period or phase.

The following lists which reports would normally be required by the contracting authority during the course of the work carried out in performing a specific contract. This list may be changed and adapted according to the specific needs of each request for service:

- An inception report delivered in a short time (to be defined in the specific contract) after the signature of the specific contract;
- One or two interim reports, depending on the subject of the service to be provided;
- A final report, which may include conclusions and recommendations depending on the subject of the specific service.

Each report provided by the Contractor shall be in English, both in hard copies and in electronic format and in as many copies as indicated in the specific request.

## **12. Contractual terms and guarantees**

In drawing up his bid, the tenderer should bear in mind the provisions of the standard Framework Contract (with its annexes) attached to this call for 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 Framework Contract including the general conditions applicable to contracts and the model specific contract (Annex VI).

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

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

## **13. No obligation to award the Framework 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 Framework Contract or at a later stage the specific 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 Framework Contract or at a later stage when deciding not to award a specific contract.

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

1. Without prejudice to the application of penalties laid down in the Framework 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

Community 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>.

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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.

## **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 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.)

Candidates or tenderers must certify that they are not in one of the situations listed above by completing and signing the form in ‘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 Framework 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**

Tenderers must demonstrate that they have the economic and financial, and technical and professional capacity necessary to provide the services required. Only those tenders fulfilling all the selection criteria will be examined in the light of the award criteria.

The tenderers' capacity will be assessed on the basis of the following:

### **17.1 Evidence of access to contracts (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.

### **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 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 as referred to elsewhere.

Submission of a tender implies acceptance that the EAHC will not enter into discussion on its final decision.

**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 EAHC.

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 EAHC considers justified, the tenderer is unable to provide the references requested by the EAHC, he may prove his economic and financial capacity by any other means that the EAHC 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
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<b>Liquidity</b>	Current Ratio <sup>8</sup>	$\frac{\text{Current Assets (3)}^9}{\text{Trade and Other Debts (6)}}$
<b>Profitability</b>	Profitability Ratio <sup>10</sup>	$\frac{\text{Gross Operating Profit (14)}}{\text{Turnover (7)}}$
<b>Solvency</b>	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).

<b>Purpose</b>	<b>Indicators</b>	<b>Ratios</b>
<b>Financial Capacity</b>	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:

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

<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.

### 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 economic operators shall be evaluated and verified in accordance with points 17.3.1 and 17.3.2 and the tables below.

The tenderers not having capacity to satisfy all the criteria alone can form a consortium or call for subcontractors (please see point 4).

The technical and professional technical capacity of the tenderers will be evaluated on the basis of the criteria and on the basis of the evidence requested below. The attention of the tenderers is drawn to the fact that any information omission, total or partial, due to one or to several service providers concerned with tender, will be able to lead EAHC to exclude tender of the consequence of this procedure.

#### 17.3.1. Requirements for the technical and professional capacity criteria

##### **Lot 1: The provision of services relating to health crisis preparedness: research, training, communication and IT**

SELECTION CRITERIA	DETAILS OF THE CRITERIA	EXPERTISE NEEDED
<b>Criterion 1</b>	To have expertise and experience to identify best practices on crisis management and to analyse conditions to transfer to various areas (interoperability).	One senior expert with at least 10 years of professional experience in the area relevant to the subject of the lot. One technical expert with at least 5 years of professional experience, and adequate secretarial support.
<b>Criterion 2</b>	To have expertise and experience to draft reference guidelines on how to manage a crisis including logistic aspects for managing a crisis, such as setting up crisis teams, and mechanisms of coordination during a crisis.	One senior expert with at least 10 years of professional experience in the area relevant to the subject of the lot. One technical expert with at least 5 years of professional experience, and adequate secretarial support.

<b>Criterion 3</b>	To have expertise and experience to promote modelling schemes and techniques for health emergency planning.	One senior expert with at least 10 years of professional experience in the area relevant to the subject of the lot. One technical expert with at least 5 years of professional experience, and adequate secretarial support.
<b>Criterion 4</b>	To have expertise and experience in training of staff and support staff to deal with the unexpected, including development of curricula.	One senior expert with at least 10 years of professional experience in the area relevant to the subject of the lot. One technical expert with at least 5 years of professional experience, and adequate secretarial support.
<b>Criterion 5</b>	To have expertise and experience in management of information (including IT services) and communication towards professionals, media and public.	One senior expert with at least 10 years of professional experience in the area relevant to the subject of the lot. One technical expert with at least 5 years of professional experience, and adequate secretarial support.
<b>Criterion 6</b>	To have expertise and experience in information exchange between experts and policymakers.	One senior expert with at least 10 years of professional experience in the area relevant to the subject of the lot. One technical expert with at least 5 years of professional experience, and adequate secretarial support.
<b>Criterion 7</b>	To have expertise and experience in dissemination of identified key actions to EU Member States.	One senior expert with at least 10 years of professional experience in the area relevant to the subject of the lot. One technical expert with at least 5 years of professional experience, and adequate secretarial support.

Experts having the requested experience regarding more than one criterion may be accepted.

**Lot 2: Meetings of the EU Health Security Committee, sections and working groups: preparation of conferences and the drafting of technical documents**

<b>SELECTION CRITERIA</b>	<b>DETAILS OF THE CRITERIA</b>	<b>EXPERTISE NEEDED</b>
<b>Criterion 1</b>	To have expertise and an experience of at least 5 years in the organisation of conferences in several countries and several languages (including the management of the invitations, of the registrations, of transport, of housing and	One senior expert with at least 10 years of professional experience in the area relevant to the subject of the lot. One technical expert with at least 5 years of professional

	of the participants' meals).	experience, and adequate secretarial support.
<b>Criterion 2</b>	To have expertise and experience on following up meetings, work shops and events; including reporting and drafting of minutes of these events, e.g. drafting activity reports of the Health Security Committee and its sections.	One expert with at least 5 years of professional experience in the area relevant to the subject of the lot, and adequate secretarial support.
<b>Criterion 3</b>	To have expertise and experience on investigations and analysis in support of evidence based decision making in health security related topics (in biological, chemical and radio/nuclear subject areas).	One senior expert with at least 10 years of professional experience in the area relevant to the subject of the lot, and adequate secretarial support.
<b>Criterion 4</b>	To have expertise and experience of drafting technical documents on health security related topics.	One senior expert with at least 10 years in the area relevant to the subject of the lot, and adequate secretarial support.
<b>Criterion 5</b>	To have expertise and experience to analyse health security relevant events.	One senior expert with at least 10 years of professional experience in the area relevant to the subject of the lot, and adequate secretarial support.

Experts having the requested experience regarding more than one criterion may be accepted.

### **17.3.2. Evidence for the technical and professional capacity criteria**

Evidence of the technical and professional capacity of the tenderers may be furnished on the basis of the following documents (for each lot):

- 1) A list of the principal works/services carried out during the last three years by the tenderer, indicating the amount, the date and the recipient (public or private) of each one of these services.
- 2) Curriculum vitae of the management/supervisory staff and other members of the team. This should include a list of scientific publications.
- 3) In the case of a consortium, or subcontracting, a statement specifying the function, the qualifications and the experience of each member of the consortium or each subcontractor. Moreover, the tenderer has to indicate clearly which are the roles and the contribution of each one.

### **TECHNICAL PART**

The technical part must describe in detail how the services, indicated to be asked under a Request for specific service would be provided by the tenderer.

Tenders must be clear and concise, with continuous page numbering, and assembled in a coherent fashion (e.g. bound or stapled, etc.). Since tenderers will be judged on the content of their written offers, these must make it clear that they are able to meet the requirements of the tender specifications.

## 18. Award criteria

### 18.1 Award criteria for the Framework Contract

The Framework Contract will be awarded to the tenderer who submits the most economically advantageous bid.

#### a) Qualitative award criteria in their order of importance as weighted by percentage:

Tenders will be examined from a qualitative point of view in order to allocate to each one a quality score calculated on the basis of 100 points and according to the criteria described below.

N°	QUALITATIVE AWARD CRITERIA	DETAILS OF EACH CRITERION The tenderer...	WEIGHTING (MAX. POINTS)
1.	Quality of the offer	<ul style="list-style-type: none"> <li>– Demonstrates a full understanding of the tasks and of the work to be performed to achieve the objectives of the call.</li> <li>– Describes the procedural methods in the context of tasks.</li> <li>– Discusses different approaches to fulfil the tasks and justifies the chosen approach</li> </ul>	40
2.	Relevance	<ul style="list-style-type: none"> <li>– Reflects how well the proposed range of services corresponds to the request: the degree to which the offer provides a full range of quality services as requested in the tender specifications.</li> <li>– The offer addresses exactly what has been asked for, and does not add new elements, or ignores core requirements, without justification.</li> </ul>	40
3.	Organisation and management	<ul style="list-style-type: none"> <li>– Assessment of risks for timely delivery of tasks regarding staffing (e.g. pregnancy relief, drop out of personnel, etc.)</li> <li>– The offer mentions internal quality assurance structures in order to deliver high quality outputs.</li> </ul>	20

<b>Total points</b>	100
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The successful tender will need to score a minimum of **60 points** and must get at least **half** of the maximum points available for each criterion. Tenderers falling below these thresholds will be eliminated.

The mere repetition of mandatory requirements set out in these Tender Specifications, without giving any added value, will only result in a very low score.

b) Price

The price structure must be indicated in the 'Financial offer' form (Annex V). The lowest offer with technical sufficient score (i.e. at least 60 points and at least half of the maximum points for each criterion) receives 100 points. The others are awarded points by means of the following formula:

$$\text{Points} = (\text{price of the lowest bid} / \text{price of the bid in question}) \times 100$$

**Overall assessment of the quality and price points**

The Framework Contract will be awarded to the tender offering best value for money, taking into account the quality of services by weighing technical quality against price on a 70/30 basis. This is done by multiplying:

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

The technical and financial scores multiplied by the weighting factors are then added together and the Framework Contract will be awarded to the tender achieving the highest score.

The Framework Contracts will be awarded to the maximum of three tenderers who will achieve the highest scores.

**18.2 Award criteria for the specific contract**

The following criteria and procedure will be used in case of awarding the specific contract:

**18.1 Admissibility**

Only admissible specific offers will be evaluated. The criteria of admissibility of the offers are the following:

- the deadline for submission of offers has been respected;
- the unit prices indicated in the Framework Contract has been used and respected;
- where applicable, the maximum budget has been respected.

**18.2 Quality award criteria**

Taking into account the use of Multiple Framework Contracts with reopening of competition, the following award criteria are set to determine the **best value for money offer** to which the specific contract will be awarded.

EAHC/Commission (depending on who makes the reopening of competition and who intends to request specific services) may break down the criteria defined below into sub-criteria adapted to the particular features of the request for specific services and the contract.

**Quality criterion 1** (max. 30 points): Understanding of the services and general approach to the work to be performed. Conformity of the CV(s) of the expert(s) proposed to the skills required, as described in the Request for Specific Services

**Quality criterion 2** (max 50 points): Proposed methodology and tools

**Quality criterion 3** (max 20 points): Approach proposed for the management of the work

### **18.3 Financial criteria**

Each specific offer will be assessed in terms of the total price offered. This price shall take into account the unit prices set in the Framework Contract, broken down by categories of professional profiles and travel and mission expenses.

### **18.4 Overall assessment of the quality and price of the specific offer**

The final score of the contractor will then be will calculated based on the quality points and the price of the specific offer by using the following formula:

Final score = Quality points x (price of the lowest specific offer / price of the specific tender in question)

### **18.5 Specific contract award**

The specific contract will be awarded to the specific offer with the highest score.

## **FINANCIAL PART**

### **19. Financial part**

Prices for each activity area must be presented in the standard format of Annex V.

For each lot, the value of the tender taken into account in order to determine the most economically advantageous tender will be the total price calculated on the basis of the financial offer (Annex V), i.e. the sum of the daily rates for the whole four categories of staff and the unit price for travel and subsistence.

Annex V must be filled by tenderers and will constitute the future contractual basis for the pricing for the specific contract in case of contract award, with regard to unit rate fees of members of personnel as well as for travel costs and subsistence allowances. In this regard, it

will be integral part of Annex II (Contractor's Tender) of the Framework Contract. Accordingly, the financial offer must be completed in full and signed by a person able to engage the bidder financially. Any incomplete tender will be excluded from the evaluation procedure.

Tenderers must provide:

- The daily fees for each professional profile as defined in the explanation in Annex V. These personnel fees must be fixed and include all costs (project management, quality control, training of the contractor's staff, support resources, etc.) and all expenditures (secretariat, salaries, social security, administrative costs, etc.) incurred directly and indirectly by the contractor in the performance of the tasks which may be entrusted to him.
- The travel costs and subsistence allowances for services provided in the contractor's premises and in the Commission's and EAHC's offices in Luxembourg.

No other price items beyond those above listed shall be considered in the price offer.