



SPECIFICATIONS ATTACHED TO THE INVITATION TO TENDER

**Call for tender n° EAHC/2010/Health/09 concerning
the impact of Structural Funds on health gains**

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1. Title of contract

The impact of Structural Funds on health gains

2. Purpose and context of contract

The main goal of the EU Cohesion policy 2007-2013 is to reduce social and economic disparities between the regions in the EU and to support the achievement of the Lisbon¹ objectives for growth and jobs.

In contrast to the previous programming period, current Cohesion Policy has taken a more strategic approach to growth and to socioeconomic and territorial cohesion and has encouraged a stronger involvement of regions and local players in the preparation and implementation of Structural Fund programmes. Within this revised framework, the benefits of having a healthy population and an engaged health sector have been increasingly recognised as a factor for overall regional development and growth and workforce competitiveness.

Health has been included for a first time as a priority for investment by the Structural Funds (SF), European Regional Development Fund (ERDF) and European Social Funds (ESF), in the Cohesion policy 2007-2013. Health activities became eligible for funding under the three Cohesion policy objectives: 5 billion EURO from ERDF in the period 2007-2013 were allocated to finance modernisation of the healthcare system, construction and renovation of healthcare facilities, and the purchase of capital and medical equipment. ESF provides funding for activities aiming to improve human capacity, to support healthy population and workforce, such as health promotion and disease prevention programmes, training of health workforce, health and safety at work measures.

Moreover, a number of non health investments could have a positive impact on health as it is well documented that the health status of individuals and populations are determined by a wide range of factors, most of them outside the health sector: transport, environment, infrastructure, social and economic conditions, agriculture, research and energy. Furthermore these factors may impact also the healthcare provision system, its sustainability and accessibility, and consequently health outcomes and overall regional development and sustainability.

Investments in these sectors could therefore increase regional health gains in various ways, as for example through urban regeneration activities, which could include more green spaces, considering the need for more physical activity for the citizens in the urban areas. Finally, tackling the health inequalities through this more wide-ranging approach will help to reduce regional disparities. This will mean finding ways to mainstream health priorities into non-health sector investments so as to impact broader health determinants.

¹ At the time of the publication of this call for tender it is foreseen that the European Council launches the new economic strategy of the European Union called 'Europe 2020' which will replace the Lisbon Strategy. For more information please see: <http://ec.europa.eu/eu2020/>.

Two additional points concern:

(a) The diversity of the needs and approaches between Member States; for example, some Member States have already reflected health priorities in the design and the planning of the investments in other areas. A contrario, it is also important to understand that in the newer EU12 Member States in particular, the emphasis is on direct health infrastructure investments from the Structural Funds. Critical is also to understand that Member States define their own metrics for the use of SF.

(b) The needs of the target groups: a challenge for achieving effective and sustainable health-related outcomes from mainstream SF programmes is for Managing Authorities and the Monitoring Committees to be able to assess the added value impacts of a range of investments. Making such an assessment and development process available to inform the Structural Fund process (especially for programming, preparation and management) will contribute to creating sustainable regional health systems in fragile financial and economic climates and to improving health outcomes.

Accordingly, the purpose of this tender is to identify and collect information about how health considerations were taken into account in the designing and development of non health SF investments in the period 2007-2013 and to develop tools which will enable it to support in a practical way better integration of health considerations in regional development and subsequently, SF planning and implementation. Additionally, the tender should also proceed to identify good practices in the way health related and non health related investments are linked together within the framework of a global strategy or regional master plan for ensuring growth and cohesion at the regional level.

The results will be used in the preparation of the Cohesion Policy 2014-2020 and to support Member States and regions in the period of the programming of their priorities for investment.

The specific objectives are:

1. To review and analyse how health considerations were taken into account in the design and development of non health SF investments in the period 2007-2013 and to collect information about the indicators included in the Operational Programmes to measure the impact on health gains.
2. To develop a tool for health and regional development that incorporates interdependent existing indicators of outcomes and cost benefits that show health gains resulting from SF investments in economic growth, social cohesion and environmental quality. This should include appropriate indicators for ex-ante and ex post evaluation of other sectors investments on health gains in a regional context, to be used in future regional planning. To do this, the tool should also look at the existing indicators used to measure outcomes and cost benefits related to direct health investment as a means to support a coherent global strategy at the regional level.
3. To pilot the tool(s) across Convergence, Phasing-out, Phasing-in and Competitiveness and Employment Regions including those that provided case study material with a view to assessing the capacity and capability of regions to use the tool(s) and evidence

in the context of integrated regional planning, SF operational programmes and related performance measurement.

4. To develop a capacity building programme and to organise four workshops, starting with a first workshop in Brussels for targeted stakeholders, involved in the SF programming and implementation process. The aim is to support the use of the learning from the work under this tender to inform the review and development of relevant regional policies/strategies and monitor the progress of current and future SF programmes and funded projects. This programme should be structured in such a way as to ensure further dissemination of the deliverables of the tender to the target groups after the end of the tender, inter alia by the production of the related training structure and material template for future workshops, as well as an appropriate communications plan.

3. Subject of contract

With reference to the four specific objectives spelled out above, several activities need to be performed in order to reach these objectives. These are divided in three work packages (WP):

Work package 1 – case studies’ identification and development:

To produce a study on how health concerns were taken into account in the overall design and development of non-health SF investments in the period 2007-2013 SF investments e.g. via environment, transport, energy, ICT etc. on the basis of a set of pilot countries. This is not simply a matter of direct health outcomes. Instead, emphasis should especially be given to economic, social, environmental and cultural concerns and objectives that contribute to addressing the broader determinants of health without necessarily applying a health label.

The contractor should identify and develop 10 case studies from selected regions (or groups of regions) in order to reflect regional diversity and thematic topics. For this purpose the contractor should select and justify a choice of non-health areas of investments and a set of pilot countries/regions, in which experience will be studied. The contractor should propose a methodology for the study, including datasets to be collected. The dataset should include health related indicators or equivalents, which member states and regions have applied in other areas of SF investments. It should also look at the existing indicators used to measure outcomes and cost benefits related to direct health investment and identify key links with a view to support a coherent global strategy at the regional level. On the basis of the study's results, the contractor should formulate conclusions and recommendations as well as identify good practices in the way health related and non health related investments are linked together at regional level to ensure growth and cohesion.

The contractor should apply an evidence based approach, combining scientific evidence and empirical data and analyses but with the ability to convert this into practical knowledge. The contractor needs also to investigate whether there are existing strategic documents or mechanisms in place in the Member states and regions to pursue a "health in all policies" approach and if these were applied to identifying SF priorities and planning. To learn more about the SF allocation and priorities for health investments across the EU Member States and regions, the Contractor can refer to the Watson (2009) report and the 27 country fiches (see: http://ec.europa.eu/health/health_structural_funds/used_for_health/index_en.htm). Also the

National Strategic Reference Frameworks and the Operational programmes of the Member can be used as source of information.

Deliverable 1: study report

Work package 2 – developing and validating tools for health and regional development:

Developing a tool/tools to evaluate the impact of non health investments on health gains in the regional context. The tool(s) should be scientifically based and easy to utilise for ex ante and ex post evaluation. It/they should include clear and measurable indicators, preferably using existing indicators and/or data rather than the need to develop and collect data for new indicators. Further to developing validated indicators that are relevant for the non health investments, the contractor should link these with the ones already used to measure impact of ten health investments, as a means to support the development of coherent global strategies and master plans at the regional level with an appropriate and technically adequate technical basis.

The tool(s) should be tested across various types of regions (including Convergence, Phasing-out, Phasing-in and Competitiveness and Employment), which should be the same for which the case studies were prepared in WP1. In addition, four new regions (Convergence, Phasing-out, Phasing-in and Competitiveness and Employment) should be selected by the contractor in different countries for the purposes of validating the proposed tool/tools. A scientifically sound testing methodology should be described in the offer. It could include document analysis, key stakeholder interviews, Delphi survey, expert workshop etc.

Deliverable 2: validated tool(s)

Work package 3: - capacity building and dissemination

The deliverables of work packages 1 and 2 will need to be disseminated to the key stakeholders and target groups through the development of a series of workshops designed for capacity building purposes.

Targeted participants in the workshop are national and regional authorities, including health authorities and Managing Authorities/Programme Secretariats of the Operational Programmes. A list of potential participant should be prepared and presented to EAHC/DG SANCO in M6 (see timetable).

The contractor should organize one workshop in Brussels, including the logistics (invitation of participants, tutors/speakers, tutors fees, arrangements for hotel and travel etc. All this should be included in the price of the offer) for 50 participants.

Three more workshops will also be organized in countries/regions to be selected in line with the results of the case studies, as well as with the need to address different economic and development contexts (the costs related to these workshop shall be included in the offer). A workshop curriculum (learning objectives, agenda, type of sessions, aims per session, tutors etc) should be developed, including the preparation of workshop materials and presentations. Additionally, the contractor should propose a dissemination plan for the deliverables of the contract to the target groups after the end of the service contract, including through the setup of a dedicated website as an on line source of information, from which all the material

developed under the tender would be available to interested parties, with a view for this on-line resource to be transferred to DG SANCO. The key stakeholders and target groups should be actively engaged in this e.g. through interviews to detect their needs, review of draft documents, etc.

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/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/>

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.

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) and will also have to allow the import of the contents worked out by the contractor towards the CMS of the Commission.

Finally, the ownership of tools will belong to the Commission. Complete documentation will have to be provided to EAHC/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.

Deliverable 3: four capacity building workshops

Deliverable 4: dissemination strategy

Deliverable 5: a website as an on-line information source

At the end, a final report should be provided. This will include a description of the overall work carried out, challenges found and how they were overcome, lessons learned from the workshop and recommendations for the future use of the on-line information source.

For the ownership of the service/deliverables to be provided under the contract please refer to the relevant articles of the draft service contract.

Timeframe for providing the services

The overall indicative timeframe is the following:

| MONTH | ACTIVITY |
|-------|----------|
|-------|----------|

| | |
|-----------|---|
| M1 | Kick-off meeting (1st meeting). Presentation of draft methodology of work under WP1 and a full updated work plan. Preparation of inception report. |
| M6 | 2nd meeting: presentation of a draft study report (WP1), of the draft tool(s) and testing methodology and planning (WP2) as well as the draft of the capacity building programme, workshop agenda and list of potential participants (WP3). |
| M13 | Interim report: submission of the final deliverable 1 and 2, work programme for the remainder of the contract. 3rd meeting.: Presentation of the final programmes and plans for the capacity building workshops (for deliverable 3), the dissemination strategy (deliverable 4) and draft web-site for the capacity building programme (deliverable 5) |
| M15 – M17 | Capacity building workshops (deliverable 3) |
| M18 | Draft final report |
| M19 | Comments from EAHC and the Commission (if any) on the draft final report |
| M20 | Final report submitted to EAHC /Commission |

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

6. Visits to premises or briefing

The Contractor will be required to attend three 1 day technical meetings in Luxembourg or Brussels. Generally, the meetings will take place in the offices of Unit C5 (Health Strategy and Health Systems), Directorate-General for Health and Consumers (Brussels, Rue Froissart 101) or at the Health Unit, Executive Agency for Health and Consumers (Luxembourg, Rue Guillaume Kroll 12.).

Meetings concern (expected output):

1. Meeting (kick-off meeting): presentation of the draft methodology of work under WP1 and a full updated work plan. Preparation of inception report
2. Meeting: presentation of a draft study report (WP1), of the draft tool(s) and testing methodology and planning (WP2) as well as the draft of the capacity building programme, workshop agenda and list of potential participants (WP3).
3. Meeting: Presentation of the final programmes and plans for the capacity building workshops (for deliverable 3), the dissemination strategy (deliverable 4) and draft web-site for the capacity building programme (deliverable 5)

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

7. Variants

Variants are not accepted.

8. Volume of the contract

The maximum contract price is **EUR 500 000**.

The duration of the Contract is **22 months**; the tasks covered by the Contract shall be completed within **20 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 (2 copies);
- 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 1, draft deliverable 2, work programme for the remainder of the contract);
- the relevant invoice;
- a statement of reimbursable expenses (travel and subsistence allowances) for the reported period in accordance with Article II.7 of the contract.

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

Within 30 days of the date of approval of the interim technical report, an interim payment corresponding to the relevant invoice, equal to 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 of the balance:

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

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

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

Within 30 days of the date of approval of the final technical report, payment of the balance corresponding to the relevant invoice, equal to 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 for travel and subsistence expenses:

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

11. Reports and documents to be submitted

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

All reports should have numbered paragraphs and pages.

- **Interim reports or documents:** 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 include:

- deliverable 1
- draft deliverable 2
- the work programme planned for the following period.

Interim reports or documents must be sent to the Executive Agency no later than 13 months after signature of the contract.

- **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 draft 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 draft or will send him its comments.

Within 20 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;

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

(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

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;

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.

- (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 | $\frac{\text{Current Assets (3)}^7}{\text{Trade and Other Debts (6)}}$ |

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

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

17.2.2.2. Thresholds

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

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

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

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 have the capacity to put together a multidisciplinary team of experts with experience in both health policy and regional development issues, preferably across a range of types EU regions according to Cohesion Policy as well as knowledge and experience related to SF investments as attested by relevant studies, reports, published research and all other pertinent means.

A multidisciplinary team of experts with professional qualifications and experience in public health, policy evaluation, health impact assessment, indicators, regional planning and strategic investment planning, structural funds programming at national or regional level, which will best reflect the nature and the tasks of the tender. The tenderer is free to propose the most appropriate combination.

In addition the following requirements regarding the team composition apply:

- 1) A team leader with at least 10 years of professional experience in the field of health, as well as in wider public policy and at least 5 years experience in managing complex European projects and transnational teams.
- 2) One team member with at least 5 year professional experience at regional level in policy development, regional planning and strategic investment planning.
- 3) Scientific advisory board of experts with the following qualifications and experience:
 - 3.1 One member with a masters or doctors degree in epidemiology and at least 10 years of relevant professional experience in the field of public health
 - 3.2 One member with a master/ postgraduate qualification or doctor degree in statistics and at least 5 years professional experience in the field of public health.
 - 3.3 One member with professional qualification in economics and at least 5 years of relevant professional experience.

Scientific advisory board of experts with the following qualifications and experience should accompany the work carried out with scientific, methodological and technical guidance.

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

17.3.2. Evidence

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

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

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

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

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. | 15 |
| 2. | Methodology of the work; the manner in which the work will be carried out, including the schedule of tasks and description of the activities to be undertaken. | 40 |
| 3. | Quality of the management and coordination | 15 |
| 4. | Scientific rigour of the proposed approach to the tasks | 15 |

| | | |
|----------------------------|--|-----|
| 5. | Organisational structure within the team | 15 |
| <i>Total points</i> | | 100 |

The criteria are detailed as follows:

1. Understanding of the objectives of the call for tender and the activities to be undertaken in order to achieve them.
2. Quality of methodology proposed, how it reflects objectives of the call for tender and the justification for the methodology of choice.
3. Application of good management practice rules; coherence between the suggested methodology of work and the management schema.
4. The proposal of the tenderer is well evidenced in the approach to the tasks.
5. This includes the management of the team, appropriateness of task distribution among the team members, quality assurance and control mechanisms in place.

A tender that would not reach a global mark of 60 for the qualitative award criteria will be excluded. For each criterion, a 50 % threshold is required. Tenderers falling below these thresholds will be eliminated.

(b) Price.

The tenders will be ranked by applying the following formula:

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

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

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

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

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

FINANCIAL PART

19. Financial part

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