

**Study on Economic Impact of Interoperable Electronic Health Records and  
ePrescription in Europe**

**TENDER SPECIFICATIONS**

***STUDY ON ECONOMIC IMPACT OF INTEROPERABLE ELECTRONIC HEALTH  
RECORDS AND ePRESCRIPTION IN EUROPE***

***SMART N°2007/0048 – OJ 2007/S 100-122426***

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# Study on Economic Impact of Interoperable Electronic Health Records and ePrescription in Europe

## PART 1: TECHNICAL DESCRIPTION

### 1. CONTEXT

As a general definition, eHealth describes the application of information and communications technologies (ICT) across the whole range of functions that affect the health sector. eHealth tools or solutions include products, systems and services that go beyond simply Internet-based applications. They include tools for health authorities and professionals as well as personalised health systems for patients and citizens. Examples include health information networks, electronic health records, telemedicine services, personal wearable and portable communicable systems, health portals, and many other information and communication technology-based tools assisting prevention, diagnosis, treatment, health monitoring, and lifestyle management.

eHealth plays a clear role in the European Union's i2010 strategy, and is key to achieving stronger growth and creating highly qualified jobs in a dynamic, knowledge-based economy - the vision set out by the Lisbon European Council in March 2000. It can improve access to healthcare and boost the quality and effectiveness of the services offered. eHealth systems and services combined with organisational changes and the development of new skills are key enabling tools. They can deliver significant improvements in access to care, quality of care, and the efficiency and productivity of the health sector.

Member States have shown that they are keen to take an eHealth Action Plan forward that draws on best practices and experiences from across the Union. This 3-page Action Plan is the culmination of the work that enables a move towards a "European eHealth Area"; a framework built on a wide range of European policies and initiatives. This Action Plan for a European eHealth Area is comprehensively described in the Communication of the Commission COM (2004) 356 "eHealth - making healthcare better for European citizens: An action plan for a European eHealth Area", in particular pages 24-26<sup>1</sup>.

A key element of the Action plan is the successful implementation of interoperable Electronic Health Records (EHR)<sup>2</sup> and electronic Prescription (ePrescription)<sup>3</sup> systems. In several EU Members States the implementation of such systems is undergoing. However, these implementations are representing islands at EU level and they are not allowing the exchange of medical information concerning a citizen which is travelling across Europe for leisure, work or study, when the need for a unexpected medical encounter arises.

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<sup>1</sup> Communication on eHealth - making healthcare better for European citizens: An action plan for a European eHealth Area [http://www.europa.eu.int/information\\_society/qualif/health/index\\_en.htm](http://www.europa.eu.int/information_society/qualif/health/index_en.htm)

<sup>2</sup> According to ISO EHR definition is: "A longitudinal collection of personal health information concerning a single individual, entered or accepted by health care providers, and stored electronically. The information is primarily organised to support continuing, efficient and quality care and is stored and transmitted securely. The EHR contains personal health information that is retrospective, concurrent and prospective."

<sup>3</sup> ePrescription solutions should be understood as a set of at least three types of applications, namely electronic medication records, decision support systems, electronic transmission of prescriptions.

One of the reasons is the lack of awareness of benefits of existing interoperable Electronic Health Records (EHR) and electronic Prescription (ePrescription) systems and services. Therefore, there is a need to disseminate existing best practices and the associated benefits as well as to examine existing methodologies of assessment and to propose common approaches to proving benefits of interoperable solutions using coherent and quantitative (scientific) methods. Quantifying the added value that interoperable Electronic Health Records (EHR) and electronic Prescription (ePrescription) is delivering will have impact on the acceptance not only by the health authorities and acceleration of eHealth market development, but also by the health professionals and most importantly by the citizens.

The study will also underpin the activities initiated by the Competitiveness and Innovation Programme in the area of eHealth i.e. the implementation of Large Scale Pilot 'EU wide implementation of eHealth services to support continuity of care: patient's summaries and ePrescription'.

## **2. OBJECTIVES OF THE STUDY/SERVICE**

### **2.1 Outcomes**

The objectives of this study are to contribute to the eHealth Action Plan, in particular those activities that deal with the collection, analysis and eventual dissemination of best practices. This study will more specifically focus on economic aspects of Electronic Health Records (EHR) and ePrescription solutions. The specific goals of the study are:

- 1) To identify practices that represent best practices - both at a general level and particularly in economic terms - in terms of the implementation of interoperable Electronic Health Records and ePrescription; the best applications should be considered the ones respecting the relevant legislation on data protection.
- 2) To apply state of the art evaluation methodologies and approaches focusing on efficiency and economic benefits in implementation of Electronic Health Records and ePrescribing solutions;
- 3) To apply the chosen methods to a limited number of applications (approximately 10) – within the primary and secondary care, hospitals or regional health networks in a range of Member States, analyse, and present the findings.

### **2.2 Coverage:**

The activities covered by the study will be based on a common methodological approach which takes into account the specificities of each type of EHR (General Practitioners, Specialists, EHR as part of the Hospital Information Systems, EHR on the Web) and ePrescription solution but allows the aggregation of results and a global analysis. They will be based on the results of the previous study funded by the EU Commission "Economic and productivity impact of eHealth".<sup>4</sup>

The study will complement the analysis of the state of the art in assessment methodology of eHealth applications done by the study above.

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<sup>4</sup> See [http://www.ehealth-impact.org/download/index\\_en.htm](http://www.ehealth-impact.org/download/index_en.htm)

The study will gather all available information about the economic impact of Electronic Health Records (EHR) and electronic Prescription (ePrescription) systems. The choice of a method to measure the economic impact of these eHealth applications must be motivated in the adequate context:

The study will use participant questionnaire surveys to complement available information and to collect information from the selected sites. Also, the analysis may be complemented with stakeholders' interviews, case studies on specific projects or clusters of projects/participants, as well as other data gathering and analysis methods, subject to approval by the Commission services.

### **2.3 Relevant documentation**

The following documents are highly relevant for the tenders' preparation:

Communication from the Commission, COM (2004), entitled "Follow-up to the high level reflection process on patient mobility and healthcare developments in the European Union". ([http://europa.eu.int/eur-lex/en/com/cnc/2004/com2004\\_0301en01.pdf](http://europa.eu.int/eur-lex/en/com/cnc/2004/com2004_0301en01.pdf))

Communication de la Commission (2004) 356 entitled "e-Health - making healthcare better for European citizens: An action plan for a European e-Health Area" ([http://www.europa.eu.int/information\\_society/eeurope/ehealth/index\\_en.htm](http://www.europa.eu.int/information_society/eeurope/ehealth/index_en.htm))

The study Electronic business in the health and social services sector – Sector Impact Study No. 10-I - Stroetmann K.A. and V.N. Stroetmann (2004)- The European e-business W@tch 2003/4, European Commission, Enterprise Directorate General: Brussels/Bonn, February 2004.

Contribution of Medical Informatics to Health – Proceedings of the European Federation for Medical Informatics IOS Press (2004).

Deloitte and Touche: The Emerging European Health Telematics Industry. Market Analysis. Health Information Society Technology Based Industry Study. Reference C13 25533. On assignment of European Commission – Directorate General Information Society. 25/04/2000 – Version 1.1

The report "Connected Health: Quality and Security for the EU citizens"<sup>5</sup>.

The results of the study "Economic and productivity impact of eHealth".<sup>6</sup>

Directive 95/46/EC of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, OJ L 281, 23.11.1995, p. 31;

Directive 2002/58/EC of 12 July 2002 concerning the processing of personal data and the protection of privacy in the electronic communications sector (OJ L 201, 31.7.2002, p.37) as of 31 October 2003.

Recommendation 2/2001 on certain minimum requirements for collecting personal data on-line in the European Union (5020/01/EN/final WP43)<sup>7</sup>

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<sup>5</sup> See [http://ec.europa.eu/information\\_society/activities/health/policy\\_action\\_plan/interoperability/index\\_en.htm](http://ec.europa.eu/information_society/activities/health/policy_action_plan/interoperability/index_en.htm)

<sup>6</sup> See [http://www.ehealth-impact.org/download/index\\_en.htm](http://www.ehealth-impact.org/download/index_en.htm)

<sup>7</sup>[http://europa.eu.int/comm/internal\\_market/en/media/dataprot/wpdocs/index.htm](http://europa.eu.int/comm/internal_market/en/media/dataprot/wpdocs/index.htm).

### **3. DURATION**

Duration of the execution of the tasks shall be 12 months and subject to the provisions of Art. I.2.3 of the contract.

### **4. DELIVERABLES, MEETINGS AND TIME TABLE**

#### **4.1 Deliverables**

The below listed deliverables shall be required from the contractor as described:

An interim study report, which will cover all sections as described in point 2 is requested. The interim report will be presented, discussed and agreed in Brussels during a meeting with the Commission's services no later than 6 *months* after signature of the contract by both parties; the report shall be made available to the Commission's services 10 working days before the meeting.

A draft final study report, including the following sections:

- Executive summary;
- General approach followed and a chapter addressing each of the sections as described in point(s) 2 above (Objectives).
- Conclusions;

The draft final report will be presented, discussed and agreed, as needed, in Brussels during a meeting with the Commission's services 9 *months* after signature of the contract by both parties; the report shall be made available to the Commission's services 10 working days before the meeting.

A final study report shall be completed and provided to the Commission's services within 12 *months* after signature of the contract by both parties. The final report shall be provided in 10 bound paper copies and in electronic format ("Word" format together with annexes and in a "PDF" format suitable for publication by the Commission's services on the Commission website). The final report may be presented during a workshop which may take place during the last 3 months before the end of the study.

All the deliverables must be produced in English.

#### **4.2 Meetings**

Kick-off Meeting

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<sup>8</sup>See [http://ec.europa.eu/justice\\_home/fsj/privacy/workinggroup/wpdocs/2007\\_en.htm](http://ec.europa.eu/justice_home/fsj/privacy/workinggroup/wpdocs/2007_en.htm)

A first (kick-off) meeting will be organised by the Commission's services at the Commission's premises in Brussels during the first month just after the signature of the contract by both parties and before the contractor starts the *study*.

### Second Meeting

A second meeting during which the contractor will present the interim report shall be held 6 months after signature of the contract by both parties. It will be organised by the Commission's services at the Commission's premises in Brussels.

### Third Meeting

A third meeting during which the contractor will present the draft final report will be held 9 months after the signature of the contract by both parties. It will be organised by the Commission's services at the Commission's premises in Brussels.

It is likely that the Commission will organise a one-day workshop in Brussels, where the contractor will be asked to present the preliminary results of the study.

This workshop could take place in the Commission's premises in Brussels or during a Congress organised with the support of the Commission.

This workshop, during which the contractor will present the interim results of the study, will take place during the last 3 months before the end of the study.

### 4.3 Timetable

Deliverable ↓	Meeting ↓	Month →	1	2	3	4	5	6	7	8	9	10	11	12
	Kick-off meeting		X											
Interim report as in 4.1								X						
	Steering Committee meeting							X						
Draft final report as in 4.1											X			
	Steering Committee meeting										X			
Final study report as in 4.1														X
	Workshop as in 4.2											X		

## 5. TERMS OF APPROVAL OF REPORTS



After reception of each study report, the Commission will have **30** calendar days in which:

- to approve it, with or without comments or reservations;
- to reject it and request a new report.

If the Commission does not react within this period, the report shall be deemed to have been approved.

Where the Commission request a new report because the one previously submitted has been rejected, this shall be submitted within **30** calendar days. The new report shall likewise be subject to the above provision.

## PART 2: ADMINISTRATIVE DETAILS

### 1. ELIGIBILITY REQUIREMENTS

All **requirements** related to the **submission of a tender**, as below listed, are detailed in the invitation to tender (see sections 2 and 4 of the invitation to tender):

- *Address and deadline for submission of the tender*
- *Presentation of the offer and Packaging*
- *Opening of the Tenders*

### 2. ADMINISTRATIVE REQUIREMENTS

A service provider may consider submitting an offer as a single entity or decide to collaborate with other service providers to present a bid: either by submitting a joint offer or through subcontracting. Offers may also combine both approaches.

#### 2.1 Different ways to submit an offer

**Please pay particular attention to options 1 to 4 below, which describe the different ways of submitting an offer and make sure that ALL documents and proof required with regard to YOUR offer are submitted.**

**Option 1:** Submission by **one tenderer: Private / Public entities / Individual.**

**Option 2:** Submission by **partners** as defined under section 2.2 below.  
One must be designated as **Lead contractor**.

**Option 3:** Submission by one tenderer **with subcontractors** as defined under section 2.2 below

**Option 4:** Submission by partners (one must be designated as Lead contractor) **with subcontractors** as defined under section 2.2 below

#### 2.2 Joint Offers and Subcontracting

##### 2.2.1 Joint offers

A joint offer is a situation where an offer is submitted by a group of tenderers. Tenderers of the group will be regarded as **partners**.

Tenderers of the group, if awarded the contract, will have an equal standing towards the contracting authority in executing the contract.

The partnership may take the form of:

- a *new legal entity*. In that case, the new entity shall contract with the Commission

*or*

- a *power of attorney signed by authorised representatives of all partners* designating one of the partners as Lead Contractor. (Annex 5 – Power of attorney). The Lead Contractor of the partnership (if awarded the contract) shall sign the contract with the Commission.

In both cases, all partners shall be considered as tenderers and shall **assume joint and several liability towards the European Commission for the performance of the contract as a whole**.

### **2.2.2 Subcontracting**

Subcontracting is a situation where a contract is to be established between the Commission and a service provider and where this service provider, in order to carry out the contract, enters into legal commitments with other legal entities for performing part of the tasks foreseen in the contract;

The tenderer submitting the offer, if awarded the contract, shall become the sole contractor and shall assume **full liability toward the European Commission for the performance of the contract as a whole**. The other service providers will be regarded as subcontractors.

Subcontracting is subject to the provisions of Article II.13 of the model contract annexed to the invitation.

### **2.3 Identification of the tenderer – List of Forms & Evidences Required**

Options 1/2/3/4 – documents to be provided by the tenderer(s) only:

- **Annex 1:** Administrative identification form (filled in and signed by an authorised representative)
- **Annex 2:** 'Legal entity' form (filled in and signed by an authorised representative) supported by **relevant evidences** according to the entity concerned (i.e. private/public/individual).

Standard forms in each EU language are available at:  
[http://europa.eu.int/comm/budget/execution/legal\\_entities\\_fr.htm](http://europa.eu.int/comm/budget/execution/legal_entities_fr.htm)

- **Annex 3:** Bank identification form (filled in and signed by an authorised representative of the tenderer and his banker)

*Standard forms in each EU language are available at:*

[http://europa.eu.int/comm/budget/execution/ftiers\\_fr.htm](http://europa.eu.int/comm/budget/execution/ftiers_fr.htm)

- **Annex 4:** Exclusion criteria and non conflict of interest form (filled in and signed by an authorised representative)
- Legible copy of the statutes of the company for public/private entities
- Legible copy of the notice of appointment of the person authorised to represent the tenderer in dealing with third parties.

Options 2 and 4 – ADDITIONAL documents to be provided by all partners

- Annex 5: Power of attorney (filled in and signed by an authorised representative)

Options 3 and 4 : documents to be provided by Subcontractors

- Annex 1: as described above.
- Annex 4: Exclusion criteria and non conflict of interest form (filled in and signed by an authorised representative)

- Annex 6: Letter of intent from each subcontractor (signed by an authorised representative) to confirm their willingness, availability and capacity to perform the assigned tasks.

### 3. SIGNATURE OF THE TENDER

**Tenders must be signed** by the tenderer's authorised representative or representatives (preferably in blue ink)

### 4. OFFER PRESENTATION

All tenders must be clear, complete and consistent with all the requirements laid down in the tendering documents and **presented in 3 sections** as follows:

#### 4.1 Administrative Section

All **requirements** related to the **submission of a tender**, as below listed, are detailed in the invitation to tender:

- *Address and deadline for submission of the tender*
- *Presentation of the offer and Packaging*
- *Opening of the Tenders*

Please note that the absence of the information required in this section, as well as evidence or documents requested in the tender documents (invitation, tender specifications and model contract) may disqualify the offer.

#### 4.2 Technical Section

This section is of great importance in the assessment of the bids, the award of the contract and the future execution of any resulting contract.

Attention is also drawn to the award criteria, which define those parts of the technical offer to which the tenderers should pay particular attention. The technical offer should address all matters laid down in the specifications and should include models, examples and technical solutions to problems raised in the specifications. The level of detail of the tender will be extremely important for the evaluation of the tender. Tenderers must include in their bids the technical specifications set out in Part 1 above, giving an answer to each of the points mentioned with regard to methodology, deadlines and organisation.

It must meet the technical specifications set out above and provide, as a minimum, all the information needed for the purpose of awarding the contract.

#### 4.3 Financial Section

The price offer shall fulfil all below requirements:

- A **total** fixed price expressed **in euro** must be included in the tender.
- The contract prices shall be firm and not subject to revision.
- Prices should be quoted **free of all duties, taxes and other charges**, i.e. also free of VAT, as the Communities are exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities of 8 April 1965 (OJ L 152 of 13 July 1967). Exemption is granted to the Commission by the

governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption.

- The price of the contract shall be subject to the terms set in Article I.3 of the model contract attached.

- The type of costs included in the price offer must fall within the scope of these Tender specifications

- The price **must be** broken down (showing clearly unit prices and quantities) into the following categories<sup>9</sup>:

(a) Professional fees: must cover all expenditure incurred in the performance of the contract with the exception of those under (b) and (c) below. The labour cost for each category of staff engaged in the project must be specified. The daily rate for labour of each member of staff and the total number of days each member of staff will contribute to the work should be provided.

(b) Travel and Subsistence Costs

(c) Other Costs

## **5. EVALUATION OF TENDERS**

The evaluation of tenders will be done in accordance with the following subsequent steps:

Once the Commission has verified that the tenderer is not in one of the situations covered by the exclusion criteria (first step, see point 5.1 below) and that he has the appropriate capacity to perform the contract on the grounds of the selection criteria (second step, see point 5.2 below), it will assess the offer on the basis of the award criteria (third step, see point 5.3 below).

### **5.1 Exclusion Criteria / Grounds for exclusion of Tenderers**

5.1.1 Pursuant to Article 45(2) of Council Directive 2004/18/EC and to Article 93(1) of the Financial Regulation, the Commission will exclude tenderers from participation in the 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 judgement 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;

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<sup>9</sup> Where several service providers (including subcontractors) are involved, clear **subdivision by service providers must be provided**

- (e) they have been the subject of a judgement 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) following another procurement procedure or grant award procedure financed by the Community budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

**5.1.2.** Pursuant to Article 45(2) of Council Directive 2004/18/EC and Article 94 of the Financial Regulation, 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.

**5.1.3. Tenderers – including sub-contractors if any - shall provide a declaration** on their honour (see **Annex 4**), duly signed and dated, stating that they are not in one of the situations referred to in Article 93 or 94 of the Financial Regulation. The tenderers must undertake to inform the Commission, without delay, of any changes with regard to these situations after the date of submission of the tender.

**5.1.4. In addition, ONLY the tenderer to whom the contract is to be awarded** shall confirm the declaration by providing, within a time-limit defined by the contracting authority and preceding the signature of the contract, the following evidences (if the tender is proposed by a partners, these evidences must be submitted by each partner):

- 1) 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 Article 93(1) of the Financial Regulation, 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. The contracting authority shall accept, as satisfactory evidence that the candidate or tenderer is not in the situation described in point (d) of Article 93(1) of the Financial Regulation, a recent certificate issued by the competent authority of the State concerned.
- 2) Where the document or certificate referred to in the first subparagraph is not issued in the country concerned and for the other cases of exclusion referred to in Article 93 of the Financial Regulation, 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.

Depending on the national legislation of the country in which the tenderer is established, the documents referred to in paragraphs 1) and 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.

### 5.1.5. Administrative and financial penalties

By returning the form in Annex 4, duly signed, tenderers confirm that they have been notified of the following points.

Each institution has a central database containing information on tenderers who have been in one of the situations described under 5.1.1 and 5.1.2 above. The sole purpose of this database is to ensure, in compliance with Community rules on the processing of personal data, that the above-mentioned cases of exclusion are applied correctly. Each institution has access to the databases of the other institutions.

Administrative or financial penalties may be imposed by the Commission on tenderers who are in one of the cases of exclusion provided for in 5.1.1 and 5.1.2 above after they have been given the opportunity to present their observations.

These penalties may consist of:

- a) exclusion of the tenderer from contract and grant award procedures financed by the Community budget for a maximum of five years;
- b) in the payment of financial penalties by the contractor in the case referred to in f) and by the tenderer in the cases referred to in art 5.1.2 a) and b) above where they are really serious and without exceeding the value of the contract in question.

The penalties imposed shall be in proportion to the importance of the Contract and the seriousness of the misconduct. In detail and in accordance with Article 133 of the Regulation laying down the rules for the implementation of the Financial Regulation (OJ L 357/1 of 31 December 2002), these penalties may be as follows:

- (a) Without prejudice to the application of penalties laid down in the contract, 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 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.

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

- (b) In the cases referred to in points a), c) and d) of 5.1.1, the 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 points b) and e) of 5.1.1 above, the 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.

(c) The cases referred to in point e) of 5.1.1 above shall be the following:

i. cases of fraud as referred to in Article 1 of the Convention on the protection of the European Communities' financial interests drawn up by Council Act of 26 July 1995 (OJ C 316, 27.11.1995, p. 48);

ii. 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 (OJ C 195, 25.6.1997, p. 1);

iii. cases of participation in a criminal organisation, as defined in Article 2(1) of Joint Action 98/733/JHA of the Council (OJ L 351, 29.12.1998, p. 1);

iv. cases of money laundering as defined in Article 1 of Council Directive 91/308/EEC (OJ L 166 of 28 June 1991, p. 77).



## 5.2 Selection criteria

The following criteria will be used to select the tenderers.

If the tender is submitted by partners (as defined under section 2.2.1 above) these criteria must be fulfilled by each partner.

Documentary evidence of the tenderers' claims in respect of the below-mentioned criteria is required. The tender should also contain any other document that the tenderer(s) wish(es) to include by way of clarification.

### 1. Professional Information

The tenderer must provide evidence of enrolment (declaration or certificates) in one of the professional or trade registers, in country of establishment.

### 2. Financial and Economic capacity

Proof of financial and economic standing may be furnished by one or more of the following references:

- annual accounts, balance sheet or extracts there from where publication of the balance sheet is required under company law in the country of establishment;
- statement of the undertaking's overall turnover and its turnover in respect of the services to which the contract relates for the previous three financial years;

If, for some exceptional reason which the Commission considers justified, a tenderer is unable to provide one or other of the above documents, he or she may prove his or her economic and financial capacity by any other document which the Commission considers appropriate. In any case, the Commission must at least be notified of the exceptional reason and its justification in the tender. The Commission reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity

### 3. Technical Background

All service providers must provide evidence of the relevant technical background of the tenderer to cover the following aspects:

1. Relevant expertise of the tenderer and other applicants, including subcontractors if any, in the last 3 years in the area of Information Society Technology (ICT), in particular related to the economic aspects of the use of ICT in healthcare area.
2. Experience and credibility of proposed team: concise but informative curricula vitae of all professional team members, showing relevant experience in the specific domain of this study for the last 3 years, must be included with the tender
3. Management capability

Documentary evidence of the tenderers' claims in respect of the above-mentioned criteria is required, for example by way of lists of studies, research, previous projects and contracts etc.

### 5.3 Award criteria

#### 5.3.1 Technical criteria

The tenders will be evaluated following the award criteria outlined below producing a total score out of 100%

<p>(a) <b>Understanding of the task required in relation to the tender</b></p> <ul style="list-style-type: none"><li>• Understanding of the context (eHealth Action plan, i2010 initiative)</li><li>• Credibility, control and understanding of the work to be carried out (listed in part 1, points “study objectives and requirements”).</li></ul> <p><b><u>(All the above sub-criteria are of equal relative importance)</u></b></p>	30 %
<p>(b) <b>Technical content of the tender</b></p> <ul style="list-style-type: none"><li>• Quality of the technical approach.</li><li>• Clarity, credibility, quality and feasibility of the technical content of the tender</li><li>• Methodology to collect and analyse data / Soundness and appropriateness of the proposed analysis tools and data gathering techniques/Completeness of the methodology to cover the full scope of the task</li><li>• Quality of proposed deliverables.</li><li>• Added value of the tender in an EU context.</li><li>• Degree to which all relevant issues are covered</li><li>•</li></ul> <p><b><u>(All the above sub-criteria are of equal relative importance)</u></b></p>	50 %
<p>(c) <b>Management</b></p> <p>Balanced and consistent method of work.</p> <ul style="list-style-type: none"><li>• Quality of Work plan and organisation of the work</li><li>• Realistic time scale</li><li>• Appropriate allocation of human and budgetary resources</li><li>• Measures put in place for ensuring a continuous training and up-to-date knowledge in eHealth area of the team proposed by the tenderer (education, information, IT tools of updating knowledge in the area)</li></ul> <p><b><u>(All the above sub-criteria are of equal relative importance)</u></b></p>	20 %

Minimum attainment per criterion :

Offers scoring less than 50% for any criterion will be deemed to be of insufficient quality and eliminated from further consideration.

Minimum attainment overall:

Offers scoring less than 60% after the evaluation process will be considered to be of insufficient quality and eliminated from the following phase.

#### 5.3.2 Price

Price offers must comply with all requirements set under Part II – section 4.3 above.

## **6. AWARD OF THE CONTRACT**

The Contract shall be awarded to the tender offering the best value for money, which will be the one with the best quality-price ratio, taking into account the awarding criteria listed in point 5.3. The qualitative score obtained for the technical criteria will be divided by the total price of the tender.

## **7. PAYMENT AND STANDARD CONTRACT**

Payments under the contract shall be made in accordance with articles I.4 and II.4 of the model contract attached.

Depending on the financial solidity of the tenderer, payment of the pre-financing may be made conditional upon the furnishing by the Contractor of a financial guarantee.

In any case, a financial guarantee shall be required for the payment of pre-financing exceeding EUR 150 000. The guarantee shall be supplied by a bank or an authorised financial institution. The guarantee shall be denominated in Euro. The guarantee shall be released as and when the pre-financing is deducted from interim payments or payments of balances to the contractor in accordance with the terms of the contract.

## **8. VALIDITY OF THE OFFER**

Period of validity of the tender shall be 9 months from the closing date given above.

## **9. ADDITIONAL PROVISIONS**

- Changes to tenders will be accepted only if they are received on or before the final date set for the receipt of tenders.
- Expenses incurred in respect of the preparation and presentation of tenders cannot be refunded.
- No information of any kind will be given on the state of progress with regard to the evaluation of tenders.
- All documents submitted by tenderers will become property of the Commission and will be regarded as confidential.

## **10. LIQUIDATED DAMAGES: SEE ARTICLE II.16 OF THE MODEL CONTRACT**

## **11. NO OBLIGATION TO AWARD THE CONTRACT**

Initiation of a tendering procedure imposes no obligation on the Commission to award the contract. Should the invitation to tender cover several items or lots, the Commission reserves the right to award a contract for only some of them. The Commission shall not be liable for any compensation with respect to tenderers whose tenders have not been accepted. Nor shall it be so liable if it decides not to award the contract.

## **12. RESULTS**

The results of the service must be forwarded to the Commission of the European Communities in Brussels. **The copyright will belong to the Commission;** the Commission will in particular have the right to publish the results.

## **13. DISCLAIMER**

The following sentence is to be prominently displayed on the cover of each working paper and the final report of the study. The disclaimer should also be incorporated into the introduction of each working paper and final report.

**The opinions expressed in this study are those of the authors and do not necessarily reflect the views of the European Commission.**

PART 3: ANNEXES

**ANNEX 1: ADMINISTRATIVE IDENTIFICATION FORM**

<b><u>IDENTIFICATION OF THE TENDERER</u></b>	
<i>(TO BE COMPLETED BY THE TENDERER)</i>	
<b><u>IDENTITY</u></b>	
Name of tenderer	.....
Legal form of tenderer	.....
Date of registration	.....
Country of registration	.....
Registration number	.....
VAT number	.....
<b><u>ADDRESS</u></b>	
Address of Registered Office of the tenderer	..... .....
When appropriate, administrative address of tenderer for the purposes of this invitation to tender	..... .....
<b><u>CONTACT PERSON</u></b>	
Name	.....
Forename	.....
Title (e.g. Dr, Mr, Mrs)	
Position (e.g. Manager)	
Telephone number	
Fax number	
e-mail address	
Internet address	
Other	
<b><u>NAMES OF LEGAL REPRESENTATIVES</u></b>	
And of other representatives of the tenderer who are authorised to sign contracts with third parties	..... .....

DECLARATION BY THE AUTHORISED REPRESENTATIVE OF THE ORGANISATION<sup>10</sup>:

*I, THE UNDERSIGNED, CERTIFY THAT THE INFORMATION GIVEN IN THIS TENDER IS CORRECT AND THAT THE TENDER IS VALID.*

Name	.....
Forename	.....
Title (e.g. Dr, Mr, Mrs)	.....
Position (e.g. Manager)	.....
Telephone number	.....
Fax number	.....
e-mail address	.....
Internet address	.....
Other	.....

Date of signature:

.....

Signature and Name (in capital letters):

.....

---

<sup>10</sup> This individual must be included on the list of legal representatives; otherwise the signature on the tender will not be valid.

## **ANNEX 2: LEGAL ENTITY FORM**

**As required in PART II under section 2.3 of the tender specifications**

Standard Documents may be found at:

[http://ec.europa.eu/budget/execution/legal\\_entities\\_en.htm](http://ec.europa.eu/budget/execution/legal_entities_en.htm)

### **ANNEX 3: BANK IDENTIFICATION FORM**

**As required in PART II under section 2.3 of the tender specifications**

Standard Documents may be found at:

[http://europa.eu.int/comm/budget/execution/ftiers\\_fr/htm](http://europa.eu.int/comm/budget/execution/ftiers_fr/htm)



**ANNEX 4: EXCLUSION CRITERIA AND NON CONFLICT OF INTEREST FORM**

**EXCLUSION CRITERIA AND NON CONFLICT OF INTEREST FORM**

**STUDY ON ECONOMIC IMPACT OF INTEROPERABLE ELECTRONIC HEALTH RECORDS AND EPRESCRIPTION IN EUROPE**

The undersigned: .....

Name of the company/organisation: .....

Legal address: .....

.....

Registration number: .....

VAT Number: .....

Name of the signatory of this form (authorised to represent the tenderer vis-à-vis third parties and acting on behalf of the aforementioned company or organisation)

.....

.....

Declares on his honour that the company or organisation that he represents:

- is not bankrupt or being wound up, is not having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

- has not been convicted of an offence concerning professional conduct by a judgment which has the force of res judicata;

- has not been guilty of grave professional misconduct proven by any means which the contracting authorities can justify;

- has 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 it is established or with those of the country of the contracting authority or those of the country where the contract is to be performed;

- has not been the subject of a judgement 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;

- has not been declared to be in serious breach of contract for failure to comply with his contractual obligations subsequent to another procurement procedure or grant award procedure financed by the Community budget.

**In addition**, the undersigned declares on his honour:

- that on the date of submission of the tender, the company or organisation he represents and the staff proposed for this tender are not subject to a conflict of interests in the context of this invitation to tender; he undertakes to inform the Commission without delay of any change in this situation which might occur after the date of submission of the tender;

- that the information provided to the Commission within the context of this invitation to tender is accurate, truthful and complete.

- By signing this form, the undersigned acknowledges that he is aware of the administrative and financial penalties described under 5.1.5. part II of the specifications, which may be applied if one of the situations described in points a) to h) above arises.

**Full name**

**Date**

**Signature**

.....

**ANNEX 5: POWER OF ATTORNEY / AGREEMENT BETWEEN PARTNERS**

**(DESIGNATING ONE OF THE PARTNERS IN A JOINT OFFER AS LEAD CONTRACTOR AND GIVING A MANDATE TO IT)**

We the undersigned :

- Signatory 1 (Name, Function, Company, Registered address, VAT Number)
- Signatory 2 (Name, Function, Company, Registered address, VAT Number)
- .....
- Signatory N (Name, Function, Company, Registered address, VAT Number),

Each of them having the legal capacity required to act on behalf of his/her company,

HEREBY AGREE AS FOLLOWS:

(1) The European Commission has awarded « **the Contract** » to Company 1, Company 2, ..., Company N (« **the consortium – if relevant**»), based on the joint offer submitted by them on ... .. for the provision of services for ...

(2) As co-signatories of the Contract, all partners :

(a) Shall be jointly and severally liable towards the European Commission for the performance of the Contract.

(b) Shall comply with the terms and conditions of the Contract and ensure the proper execution of their respective share of the Supplies and/or the Services.

(3) To this effect, the partners designate Company X as **Lead contractor**.  
*[N.B.: The Lead contractor has to be one of the partners]*

(4) Payments by the European Commission related to the Supplies or the Services shall be made through the Lead contractor's bank account .*[Provide details on bank, address, account number, etc.]*.

(5) The partners grants to the Lead contractor all the necessary powers to act on their behalf in connection with the Services. This mandate involves in particular the following tasks :

(a) The Lead contractor shall sign any contractual documents —including the Contract, and Amendments thereto—

and issue any invoices related to the Services on behalf of the partners.

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(b) The Lead contractor shall act as single point of contact for the European Commission in connection with the Services to be provided under the Contract. It shall co-ordinate the provision of the Supplies and/or the Services by the partners to the European Commission, and shall see to a proper administration of the Contract. Any modification to the present agreement / power of attorney shall be subject to the European Commission's express approval.

This agreement / power of attorney shall expire when all the contractual obligations of

the partners towards the European Commission in connection with the Services to be provided under the Contract have ceased to exist. The parties cannot terminate it before that date without the Commission's consent.

Signed in ..... on .....

Name  
Function  
Company

Name  
Function  
Company

Name  
Function  
Company

**ANNEX 6: SUBCONTRACTOR / LETTER OF INTENT**

**Study on Economic Impact of Interoperable Electronic Health Records and  
ePrescription in Europe**

The undersigned:

.....

Name of the company/organisation:

.....

Address:

.....

Declares hereby the intention to collaborate in the execution of the tasks subject to the above call for tender, in accordance with the terms of the offer to which the present form is annexed, if the contract is awarded to ... .... (*name of the tenderer*)

**Full name**

**Date**

**Signature**

.....