
Specifications – Invitation to tender No VT/2007/0117

Investigation into the impact on occupational safety and health in Europe of the increasing use of portable computing and communication devices

1. Title of the contract

Study contract for the Investigation into the impact on occupational safety and health in Europe of the increasing use of portable computing and communication devices.

2. Background

The increasing use of portable computing and communication devices has been described as an important emerging risk for workers in Europe¹. Devices such as PDAs, laptop computers and smart-phones allow workers to carry out in any location complex tasks that would normally be restricted to the office. The speed at which large amounts of data can be transferred is growing with the development of telecommunications technology such as 3G. This means that the connection to work is increasingly close in terms of the amount and type of work that can be carried out remotely – no longer is it simply a case of being able to reach someone on their mobile.

With portability and styling as high priorities, ergonomics often takes a back seat in the design of mobile communication and computing devices. Furthermore, the devices are likely to be used in environments which – from a health and safety perspective – are far from ideal. Locations such as the car, the train, or standing in the street may be convenient, but they are a far cry from a well designed office environment.

The increasing use of portable devices means that more people are working out of the office and are doing so for longer periods. As a consequence, workers experience a blurring of work and private life as they are expected to be available out of office hours, during weekends or holidays. This aspect is reinforced by the fact that many devices are often also used for arranging private affairs, so that the traditional separation of work and private life is made still more difficult. These factors have significant psychosocial implications as a result of the intensification of work and increased pressure, while suffering isolation.

DG Employment, Social Affairs and Equal Opportunities has decided to commission research that will provide a more detailed picture of the extent of the risk in terms of how the use of these devices is spreading, what types of hazards are associated with their use and what the future holds with respect to emerging technology in this area. The aim is to inform those involved in the management of health and safety at the workplace so that these new challenges can be met effectively.

¹Study of the European Risk Observatory (ERO), European Agency for Safety and Health at Work: “Expert forecast on emerging psychosocial risks related to occupation safety and health” http://riskobservatory.osha.europa.eu/risks/forecasts/physical_risks/

3. Subject of the contract

This contract covers research into:

- The extent to which mobile communication devices are used among the working population – exploring both how their prevalence is growing in absolute terms and which types of workers are using them.
- How the technology – hardware and telecommunications – is developing, which enables the use of these devices and how the technology is likely to evolve in the future.
- The implications of the use and development of mobile communication and computing devices for management of occupational health and safety and for regulation and enforcement in the context of European health and safety at work law.

The investigation will be based on review and analysis of information from a variety of sources such as published scientific research, market research, survey results, data from national authorities and expert opinion.

The study should not concentrate on long-term tele-work, such as working from home or from a client's premises, as the scope of this project is limited to work carried out in locations and environments which are impossible or difficult for the employer to control.

4. Participation

Please note that:

The competition is open to any physical person or legal entity coming within the scope of the Treaties and any other physical person or legal entity from a third country which has concluded with the Communities a specific agreement in the area of public contracts, under the conditions provided for in that agreement.

Where the Multilateral Agreement on Public Contracts concluded within the framework of the WTO applies, the contracts are also open to nationals of States that have ratified this Agreement, under the conditions provided for therein. It should be noted that research and development services, which come under category 8 of Annex II A of Directive 2004/18/CE, are not covered by this Agreement.

In practice, the participation of applicants from third countries that have concluded a bilateral or multilateral agreement with the Communities in the area of public contracts must be allowed, under the conditions provided for in that agreement. Bids submitted by applicants from third countries that have not concluded such an agreement may be accepted, but may also be rejected.

5. Tasks to be carried out by the contractor

5.1. Description of the tasks

Task 1 – Overview of the technology and its use

The contractor will describe the various types of portable computing and communication devices currently in use, such as PDAs, laptop computers, smart-phones, tablet PCs, etc. and the types of work that they are used for. The overview will also address the issue of how the field is developing;

highlighting the most important emerging technology and explaining what this means for the work of tomorrow.

Under this task the contractor will also provide information on the extent to which portable computing and communication devices are used for work. This should cover:

- The volume of work – describe the types of task that the devices are commonly used for and to what extent are they used (e.g. number of e-mails sent/received, time spent using them). This should also examine how the devices permit or encourage work during private time (e.g. after office hours, on weekends and during holidays).
- How many and what types of workers are affected – while still regarded by many as ‘executive toys’, these devices are increasingly used by salespersons, technical support, delivery staff, waiting staff, etc.

Task 2 – Assessment of the OSH risks

Covering both of the areas listed below, the contractor will describe the hazards presented by the use of portable computing and communication devices and the risks for workers with respect to ill health and accidents. The assessment will also address how the nature and extent of these risks will change in the future in the light of the likely developments in the technology and its use described in Task 1.

- Psychosocial risk factors, which may lead to stress:
 - Intensification of work (increased load, greater pressure and more difficult to take rest breaks);
 - Longer, less predictable working hours and encroachment into private life adversely affecting the work-life balance;
 - Lack of control – related to the two points above – but also because the technology allows employers to track location and monitor performance remotely in real time. Explore also whether sometimes the devices increase a worker’s level of control by allowing them to choose when and where to work;
 - Isolation resulting from longer periods spent away from the office and without face to face contact with colleagues.
- Ergonomic risk factors:
 - Manual handling issues resulting from the compromise that must be accepted in terms of usability when designing portable devices and bearing in mind that they will sometimes be used in conditions of cold or situations that result in a poor posture;
 - Repetitive movements, especially involving pinch-grip, which may lead to repetitive strain injury;
 - Poor visual interface resulting from small display screens and controls, together with problems arising from reflective glare or too low levels of ambient light;
 - Excessive noise levels resulting from high volume setting to compensate for background noise;
 - Static and/or poor posture resulting from using the devices in an inadequate environment;
 - Cognitive load resulting in a risk of accident – e.g. when driving or as a pedestrian crossing the road.

When assessing the risks described above, the study should consider the context of the ageing of the workforce and greater participation of women.

Task 3 – Implications for management of OSH

The contractor will analyse the information collected under Tasks 1 and 2 in terms of the challenges that these and future developments pose to enterprises’ management of OSH. The study should address the difficulty in applying ‘traditional’ approaches when facing issues such as

ownership of the equipment used (e.g. with respect to inclusion of OSH factors in procurement), lack of control over the place used for work and difficulty in monitoring work load and work hours. Consideration may also be given to whether use of mobile communication and computing devices contributes to workers being left out of collective agreements regarding, for instance, working hours and conditions.

Recommendations should be given in terms of the support, including information, that those involved in the management of OSH might need.

Task 4 – Implications for regulation and enforcement

Based on the information collected under Tasks 1 and 2, the contractor will assess the extent to which current OSH legislation is able to ensure proper control of the risks. The European Framework Directive on safety and health at work and its daughter Directives establish a goal-setting approach to the management of workplace risks; however, their application may set new challenges with respect to their application to the type of work described in the study.

Task 5 – Report

The contractor will deliver a draft comprehensive report presenting the work carried out in the Tasks 1 – 4 above, together with an executive summary, introduction, discussion and conclusions and bibliography. The report will be written in high-quality English, delivered in electronic format compatible with MS Word, with copies of all tables in a separate MS Excel file and a separate file containing copies of all images, in high-resolution print quality.

Following comments from the Commission, the contractor will deliver a final copy of the report to the same specifications as the draft.

5.2 Guide and details of how the tasks are to be carried out

For all tasks, the tenderer must bear in mind that, although information should be drawn from international sources, a European perspective must be given wherever possible and in particular with respect to Tasks 3 and 4. Tenderers should explain how they will address this requirement (e.g. accessing data from various Member States).

The study should ensure that all information presented on the website of the European Agency for Safety and Health at Work (<http://osha.europa.eu>) that is relevant to the project is included and referenced.

Task 1:

In their offer, the tenderer should describe the sources of information that will be drawn upon – e.g. surveys, sales figures, manufacturer or service providers' information, published research, and expert opinion. The aim is not to give a statistical overview, but rather to use the data that are available and reliable to describe the situation and identify some trends. The offer should describe how the information will be presented so as to communicate the main issues as clearly as possible to readers of the report – e.g. a small number of detailed descriptions to illustrate the main points made in the overview or extracts from interviews with experts.

Task 2:

The offer should include details regarding how the main points will be communicated in the report – e.g. such as through a selection of case studies.

6. Professional qualifications required

See Annex IV of the draft contract

Additional requirements:

To carry out these tasks, the tenderer must show that he has a team with proven experience in the specific fields of OSH legislation, data collection for statistical use, ergonomics, assessment and/or management of OSH risks.

7. Time schedule and reporting

See Article I.2. of the contract.

Additional requirements (specific deadlines for the performance of tasks):

The contractor should start work upon signature of the contract. As part of their offer, tenderers must provide a detailed schedule of work, indicating the principal milestones (such as completion of each of the tasks) and the planned project meetings with Commission staff.

The duration of the contract will be 8 (eight) months:

- After 4 (four) months, the contractor will submit a preliminary report to the Commission.
- After 6 (six) months the contractor will submit the draft final report referred to under point 5.1 "Task 5 – Report". The Commission will transmit its comments within 30 days after reception of the document(s).
- The contractor will then have 30 days to finalise and submit the final report.

8. Payments and standard contract

In drawing up the bid, the tenderer should take into account the provisions of the standard contract comprising the "General terms and conditions applicable to service contracts".

8.1. Pre-financing

Once the contract has been signed by the last contracting party, and within 30 days of the receipt of a request for pre-financing accompanied by a corresponding invoice, a pre-financing payment equal to 30% of the total amount referred to in Article 1.3.1 of the standard contract will be transferred.

8.2. Payment of the balance

To be acceptable, the contractor's request for payment of the balance must be accompanied by:

- a final technical report in accordance with the instructions in section 7,
- corresponding invoices,
- statements of reimbursable expenditure in accordance with Article II.7 of the standard contract.

The said report must be accepted by the Commission.

After receiving the report, the Commission has 30 days in which to accept or reject it, and the contractor has 30 days in which to submit new documents.

The balance in accordance with the relevant invoices will be paid within 45 days of approval of the report by the Commission.

9. Prices

Under the terms of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities, the latter are exempt from all charges, taxes and duties, including value added tax; such charges may not therefore be included in the calculation of the price quoted. The amount of VAT is to be indicated separately.

The price must be stated in EUR(€), net of VAT (using, where appropriate, the conversion rates published in the C series of the Official Journal of the European Union on the day when the invitation to tender was issued), and broken down according to the model in Annex III included in the attached standard contract.

- Part A: Professional fees and direct costs
 - Fees, expressed as the number of person-days multiplied by the unit price per working day for each expert proposed. The unit price should cover the experts' fees and administrative expenditure, but not the reimbursable expenses referred to below.
 - Other direct costs (please specify)
- Part B: Reimbursable expenses
 - Travel expenses (other than local transport costs)
 - Subsistence expenses of the Contractor and his staff (covering the expenditure incurred by experts on short-term trips outside their normal place of work)
 - Expenses for the shipment of equipment or unaccompanied luggage, directly connected with performance of the tasks specified in Article I.1 of this Contract
 - Contingencies

Total price = Part A + Part B, with a maximum of **175.000 €**

10. Groupings of economic operators or consortia

Tenders can be submitted by groupings of service providers/suppliers who will not be required to adopt a particular legal form prior to the contract being awarded, but the consortium selected may be required to assume a given legal form when it has been awarded the contract if this change is necessary for proper performance of the contract². However, a grouping of economic operators must nominate one party to be responsible for the receipt and processing of payments for members of the grouping, for managing the service administration, and for coordination. The documents required and listed in the following points 11 and 12 must be supplied by every member of the grouping.

Each member of the grouping assumes a joint and several liability towards the Commission.

11. Exclusion criteria and supporting documents

- 1) Bidders must provide a declaration on their honour, duly signed and dated, that they are not in one of the situation referred to in Articles 93 and 94 a) of the Financial Regulation.

Those articles are as follows:

Article 93 :

Applicants or tenderers shall be excluded 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

² These entities can take the form of an entity with or without legal personality but offering sufficient protection of the Commission's contractual interests (depending on the Member State concerned, this may be, for example, a consortium or a temporary association).

The contract has to be signed by all members of the group, or by one of the members, which has been duly authorised by the other members of the grouping (a power of attorney or sufficient authorisation is to be attached to the contract), when the tenderers have not formed a legal entity.

- 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 their 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 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.

Article 94 :

Contracts may not be awarded to candidates or tenderers who, during the procurement procedure:

- a) are subject to a conflict of interest;

2) The tenderer to whom the contract is to be awarded shall provide, within a time limit defined by the contracting authority and preceding the signature of the contract, the evidence referred to in Article 134 of the implementing Rules, confirming the declaration referred to in point 1 above.

Article 134 of the Implementation Arrangements – Supporting documents

1. The contracting authority shall accept, as satisfactory evidence that the candidate or tenderer is not in one of the situations described in points (a), (b) or (e) of Article 93 of the Financial Regulations, production of a recent extract from the judicial record or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that these requirements are met.

2. 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 of the Financial Regulations, a recent certificate issued by the competent authority of the State concerned.

Where no such document or certificate is issued in the country concerned, 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.

3. Depending on the national legislation of the country in which the tenderer or applicant is established, the documents referred to in paragraphs 1 and 2 above shall relate to legal entities and/or physical persons, including, where considered necessary by the awarding authority, company directors or any person with powers of representation, decision-making or control in relation to the tenderer.

See Annex I (which may be used as a checklist) for the supporting documents accepted by the European Commission to be provided by applicants, tenderers or tenderers to who the contract will be awarded.

3) The contracting authority may waive the obligation of a candidate or tenderer to submit the documentary evidence referred to in Article 134 of the Implementing Rules, if such evidence has already been submitted to it for the purposes of another procurement procedure launched by DG EMPL and provided that the issuing date of the documents does not exceed one year and that they are still valid.

In such a case, the candidate or tenderer shall declare on his honour that the documentary evidence has already been provided in a previous procurement procedure and confirm that no changes in his situation have occurred.

12. Selection criteria

All bids must contain the documents listed below testifying to the tenderer's financial and economic capability, technical capacity and professional qualifications. In particular:

12.1 Economic and financial capacity:

- turnover during the previous financial year (statement on the overall turnover - at least twice the value of the contract - i.e. 350,000) and turnover on assessment services provided during the past three financial years;
- balance sheets and profit and loss accounts for the past three financial years, if the legislation of the country in which the tenderer is established requires them to be published;
- regular accounts for the quarter preceding that in which the notice of invitation to tender was published, if the full accounts for the previous financial year are not yet available.

12.2 Technical capacity:

- a description of the tenderer's technical capability and practical experience in the field referred to in section 3, 5 and 6 of these specifications. For consortia of companies or groups of service providers, this description must relate specifically to the tasks to be performed by each of their various members;
- samples of work demonstrating tenderer's practical experience in the field referred to in section 3 of these specifications;
- the tenderer must provide the names and curricula vitae (three pages maximum) of the persons responsible for the specific tasks described in section 5 of these specifications, with a view to ascertaining their practical experience and their ability to communicate with the undertakings and/or establishments.
- A description of the parts of the services to be provided by each consortium of companies or groups of service providers (where applicable).

13. Award criteria

The contract will be awarded to the bid offering the best price/quality ratio, taking account of the following criteria:

- Understanding of the objectives and work to be carried out (20 points)
- Quality and relevance of the methodology set out in the tender, comprising:
 - Extent and quality of proposed sources and methods for collecting information (20 points)
 - Quality of the proposed approach to presenting the information (20 points)
- Efficiency and quality of the proposed project management (20 points)
- Coherence and general presentation of the offer (20 points)

Please note that the contract will not be awarded to any bid that receives less than 70 % in the award criteria.

The points total will then be divided by the price, with the highest-scoring bid being chosen.

14. Content and presentation of bids

Content of bids

Tenders must include:

- all information and documents necessary to enable the Commission to appraise the bid on the basis of the selection and award criteria (see points 12 and 13 above);
- a bank ID form duly completed and signed by the bank;
- a "legal entity" form duly completed;
- the price;
- the detailed CVs of the proposed experts;
- the name and function of the contractor's legal representative (i.e. the person authorised to act on behalf of the contractor in any legal dealings with third parties);
- proof of eligibility: tenderers must indicate the State in which they have their registered office or are established, providing the necessary supporting documents in accordance with their national law.

Presentation of bids

- Bids must be submitted in triplicate (i.e. one original and two copies).
- They must include all the information required by the Commission (see points 9, 10, 11 and 12 above).
- They must be clear and concise.
- They must be signed by the legal representative. Unsigned bids will be rejected.
- They must be submitted in accordance with the specific requirements of the invitation to tender, within the deadline.

Annex I

Exclusion criteria (Article 93(1) FR)	Supporting documents to be provided by applicants, tenderers or tenderes to who the contract will be awarded		
	Procurement (Article 93(2) FR; Article 134 IR)		
1. Exclusion from a procurement procedure, Article 93(1) FR : <i>« Candidates or tenderers shall be excluded from participation in a procurement procedure if:</i>			
1.1. (subparagraph a) <i>they are bankrupt or being wound up,</i> <i>are having their affairs administered by the courts,</i> <i>have entered into an arrangement with creditors have suspended business activities, are the subject of proceedings concerning those matters,</i> <i>or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations³;</i>	<ul style="list-style-type: none"> – Recent extract from the judicial record <li style="text-align: center;">or recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance <li style="text-align: center;">or – Where no such certificate is issued in the country concerned : 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 	–	–
1.2. (subparagraph b) <i>they have been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata⁴;</i>	Cf. supporting documents for Article 93(1)(a) FR above		
1.3. (subparagraph c) <i>they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;</i>	Declaration by the candidate or tenderer that he is not in the situation described		

³ See also Article 134(3) IR : Depending on the national legislation of the country in which the tenderer or candidate 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.

⁴ Cf. footnote n° 1.

<p>1.4. (subparagraph d)</p> <p><i>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 performed⁵;</i></p>	<p>Recent certificate issued by the competent authority of the State concerned confirming that the candidate is not in the situation described</p> <p style="text-align: center;">or</p> <p>– Where no such certificate is issued in the country concerned : 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</p>		
<p>1.5. (subparagraph e)</p> <p><i>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 interests⁶;</i></p>	<p>Cf. supporting documents for Article 93(1)(a) FR above</p>		
<p>1.6. (subparagraph f)</p> <p><i>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. »</i></p>	<p>Declaration by the candidate or tenderer that he is not in the situation described</p>		

⁵ Cf. footnote n°1.

⁶ Cf. footnote n° 1.

Exclusion criteria (Article 94 FR)	Supporting documents to be provided by applicants, tenderers or tenderers to who the contract will be awarded.	
	Procurement	Grants
2. Exclusion from a procurement or grant award procedure Article 94 FR : « <i>Contracts may not be awarded to candidates or tenderers who, during the procurement procedure:</i>		
2.1. (subparagraph a) <i>are subject to a conflict of interest;</i>	Statement by the applicant, tenderer or bidder confirming the absence of conflict of interests, to be submitted with the application, bid or proposal	
2.2. (subparagraph b) <i>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»⁷.</i>	<ul style="list-style-type: none"> – No specific supporting documents to be supplied by the applicant, tenderer or bidder – It is the responsibility of the authorising officer, represented by the evaluation committee, to check that the information submitted is complete⁸ and to identify any misrepresentation 	

⁷ Cf. Article 146(3) of the FR Implementing Rules: « ...the evaluation committee may ask candidates or tenderers to supply additional material or to clarify the supporting documents submitted in connection with the exclusion and selection criteria, within a specified time-limit. » and Article 178(2) of the FR Implementing Rules: « The evaluation committee may ask an applicant to provide additional proof or to clarify the supporting documents establishing financial and operational capacity, within a specified time-limit. »

⁸ Cf. footnote n°1

Annex II

DECLARATION ON HONOUR

I, the undersigned, Mrs./Mr.....

in the capacity of.....

(indicate your job title),

certify that the.....

(indicate company name).

Article 93

a) is not bankrupt or being wound up, does not have their 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, or is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

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

c) has not been guilty of grave professional misconduct proven by any means which the contracting authority can justify;

d) 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 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) has not 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) following another procurement procedure or grant award procedure financed by the Community budget, has not been declared to be in serious breach of contract for failure to comply with their contractual obligations. »

Article 94

a) is not subject to a conflict of interest;

Date:.....

Signature:.....

