



OPEN CALL FOR TENDERS

Tender Specifications

“Provision of Medical Advisory Services to ENISA staff”

ENISA P/36/10/ADM

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PART 1 INTRODUCTION to ENISA

1. BACKGROUND

1.1 Introduction

Communication networks and information systems have become an essential factor in economic and social development. Computing and networking are now becoming ubiquitous utilities in the same way as electricity or water supply. The security of communication networks and information systems, in particular their availability, is therefore of increasing concern to society. This stems from the possibility of problems in key information systems, due to system complexity, accidents, mistakes and attacks to the physical infrastructures which deliver services critical to the well-being of European citizens.

For the purpose of ensuring a high and effective level of network and information security within the Community and in order to develop a culture of network and information security for the benefit of the citizens, consumers, enterprises, and public sector organisations within the European Union (EU), thus contributing to the smooth functioning of the Internal Market, a European Network and Information Security Agency (ENISA) was established on 10 March 2004¹.

1.2 Scope

The Agency shall assist the European Commission and EU Member States, and in consequence cooperate with the business community, in order to help them to meet the requirements of network and information security, thereby ensuring the smooth functioning of the Internal Market, including those set out in present and future Community legislation, such as in the Directive 2002/21/EC.

1.3 Objectives

The Agency's objectives are as follows:

- The Agency shall enhance the capability of the Community, EU Member States and, as a consequence, the business community to prevent, to address, and to respond to network and information security problems.
- The Agency shall provide assistance and deliver advice to the Commission and EU Member States on issues related to network and information security falling within its competencies as set out in the Regulation.
- Building on national and Community efforts, the Agency shall develop a high level of expertise.
- The Agency shall use this expertise to stimulate broad cooperation between actors from the public and private sectors.
- The Agency shall assist the Commission, where called upon, in the technical preparatory work for updating and developing Community legislation in the field of network and information security.

2. ADDITIONAL INFORMATION

Further information about ENISA can be obtained on its website: www.enisa.europa.eu.

¹ Regulation (EC) No 460/2004 of the European Parliament and of the Council of 10 March 2004 establishing the European Network and Information Security Agency. A "European Community agency" is a body set up by the EU to carry out a very specific technical, scientific or management task within the "Community domain" ("first pillar") of the EU. These agencies are not provided for in the Treaties. Instead, each one is set up by an individual piece of legislation that specifies the task of that particular agency.

PART 2 TERMS OF REFERENCE

1. CONTEXT

The European Network and Information Security Agency (ENISA) seeks the services of a qualified Medical Advisor to make available medical services to ENISA Staff in line with the Staff regulations of Officials of the European Communities and Conditions of other servants of the European Communities. The Medical Advisor shall interact with the management and the staff of the Agency on medical matters related to the Agency's activities and statutory requirements, advise the Agency in the medical domain and act as interface with the local medical environment (specialists and medical centres). The Agency's staff reaches 63 culturally diverse members coming from several EU Member States and various linguistic backgrounds.

2. SPECIFIC REQUIREMENTS

a). The successful Tenderer shall meet the following requirements:

- Has appropriate academic and professional qualifications demonstrated by a Degree in Medicine that is recognized to give access to the profession of medical doctor in the country of origin,
- Additionally to the medical degree he/she has an appropriate specialization (e.g. general practitioner, occupational medicine, internal medicine etc.);
- Is qualified to practice medicine in an EU Member State and is duly registered in a medical association;
- At least 10 years of professional experience as a medical practitioner;
- It is advantageous to have knowledge of the medical infrastructure in Greece, with emphasis to the medical services available in the greater Heraklion and greater Athens area;
- Has experience in occupational health and safety at work;
- Is practicing medicine on the date of this Call for Tenders;
- Has thorough knowledge of English; knowledge of other EU member states languages is a plus. It is advantageous to have working knowledge of French, as it may be required in order to attend certain meetings.

b). In addition to the above, a legal person offering such services shall meet the following requirements:

- Specialization in the services requested; to be demonstrated by the company by-laws
- Licensing as appropriate by the competent authority in Greece
- Registration in the appropriate registry maintained by the competent authority in Greece
- Ability to deliver services locally in the prefecture of Heraklion, Greece or elsewhere as required by using the services of qualified professionals at locations across EU Member States.
- A legal person submitting a tender shall ensure that all conditions mentioned under 2.a will be met for all medical advisors that it proposes.

3. SERVICES TO BE PROVIDED

The Medical Advisor shall provide regular and punctual medical services as specified below following the instructions received by the Human Resources Section of the Administration Department. The Medical Advisor shall cooperate with the selected Medical Service Provider, as it might be available to the Agency in any related issues.

3.1 Regular Services

- Medical supervision of the Agency's staff in accordance with Article 59 and Article 60 of the Staff Regulations of Officials of the European Communities: Medical opinions and checks for staff on sick leave.(see *Annex XI*)
- Opinions on sickness of family members that would entitle a staff member to special leave.
- Workplace medical examinations for certain categories of staff and possibly staff of third party service providers to ENISA (e.g. driver, security guards, etc.).
- Administrative medical reports concerning staff absent from work as a result of an accident at work.
- Administrative medical reports in relation to local (national) legislation at workplace.
- Opinions in connection with end of staff contracts following protracted periods of sick leave on health grounds.
- Assessment on the need for specialist medical examinations inside the country and/or abroad.
- Annual medical examinations of the Agency's staff and medical statement proving that the medical visit took place in consideration of privacy requirements, as appropriate (e.g. no mention should be made on the health status of the staff member).
- Preventive medicine: information actions for the Agency's staff in order to help prevent the occurrence of work accidents or illnesses.
- Medical opinions to be given at the request of the Administration, particularly in the context of the activities of the Invalidity Committee, the examination of applications requesting the payment of certain medical expenses and the application of the provisions of Article 60 of the Staff Regulations of Officials of the European Communities.
- Attendance as an observer at the meetings of the Inter-institutional Medical College of the European Communities.
- Hygiene and safety at work (Council Directive of June 12, 1989/391 CEE).
- Administrative information: reports on the causes and means of prevention of serious accidents and professional illnesses which can affect the Agency's staff, annual activity reports.
- Management of the medical files of staff members.
- Participate in the anti-harassment committee of ENISA as determined in a decision of the Executive Director.

- To prescribe medicines or recommend a therapy and/or treatment in the area of his/her specialization, only in urgent cases where postponing of a therapy is out of the question, on a free of any additional charge basis.

3.2 Other Services

Additionally, other services may be requested as follows:

- Medical examinations of newly recruited staff members (as part of the actions constituting the pre-recruitment medical visit) and medical opinions stating that the person is physically fit to perform the duties pertaining to the job following the rules set out in the Staff Regulations (Article 28 and Article 33).
- Annual medical examinations of staff members as requested by the Agency's Administration Department.

3.3 Ad hoc Services

In addition to the above, a legal person offering medical advice services shall have the ability to meet the following requirements:

- Ability to deliver services in *ad hoc* medical controls carried out in the interest of ENISA and as requested by ENISA
- Ability to deliver services in the area of anti-harassment policy of ENISA
- Ability to carry out medical inspections at the request of ENISA in the greater Heraklion area, and in the greater Athens area, in Greece.
- It is advantageous to have the ability to carry out medical inspections at the request of ENISA in locations around EU member States.
- Carry out general, health and safety at work, first aid and emergency trainings to ENISA staff.

4. FREQUENCY OF SERVICES

The Medical Advisor shall provide the requested medical services twice a week for up to 4 hours per week and for a total of up to 16 hours per month excluding public holidays (a list of public holidays will be supplied to the contractor each year). An alternate medical advisor (locum) should always be made available in case of absence of the main medical advisor in order to respect the agreed schedule of visits in the Agency's premises. If required and agreed by both parties, the number of delivered hours of medical services can be increased or working hours can be amended.

The Medical Advisor shall be available to provide any medical services required by the Agency, in cases of emergency beyond the scheduled presence day at the Agency's premises.

5. PLACE OF DELIVERY

The medical services shall be provided at the Agency's premises; Science and Technology Park of Crete (ITE), Vassilika Vouton 70013, Heraklion, Greece, and/or at the Agency's premises in the greater Athens area, currently at Papadimitriou 33 str., 19003 Markopoulo-Mesogaias, remotely on an ad hoc basis as it might be specified by the Agency.

Any medical equipment and other consumables needed to deliver the required medical services will be provided to the Medical Advisor by the Agency.

The medical services shall be limited only to the Agency's staff and their families. The approximate average number of staff employed by the Agency reaches sixty-three (63).

6. CONTENT AND PRESENTATION OF THE TECHNICAL OFFER

The Tenderer shall enclose with their **Technical Offer** all documents and information that will enable its offer to be assessed in terms of quality and of compliance with the Terms of Reference.

1) Formal requirements:

- a) Professional information of the Tenderer (*see Part 3; Article 3.1*)
- b) Financial and economic capacity of the Tenderer (*see Part 3; Article 3.2*)
- c) Technical background of the Tenderer (*see Part 3; Article 3.3*)

2. Technical Offer:

- a) Detailed curriculum vitae of the proposed Medical Advisor (using the EUROPASS CV template available in electronic format by clicking on the [following link](#) or see Annex IX)
- b) Certificates about his/her previous professional experience;
- c) Copies of university degree(s) and certifications;
- d) Copy of qualification to practice medicine in a Member State.

Please make sure that all documentation requested in 'Annex X: Document Checklist', are provided. Failure to provide all documentation may lead to your offer being declared as non compliant and therefore not eligible for further evaluation.

7. CONTENT AND PRESENTATION OF THE FINANCIAL OFFER

The Price offer must be provided using the 'Financial Offer' form (see Annex IV).

8. TENDER RESULT AND ESTIMATED CONTRACT VALUE

The result of the evaluation of tenders will be the awarding of a Framework Service Contract. The total estimated budget cannot exceed **30,000.00 Euros (thirty thousand Euros)** per year and **120,000.00 Euros (one hundred and twenty thousand Euros)** over the maximum possible period of 4 years.

(Please note that depending on budget availability and the needs of the contracting authority, the maximum amount stated above can be increased by up to 50%).

9. PRICE

Prices submitted in response to this Call for Tenders must be inclusive of all costs involved in the performance of the contract. Prices shall be submitted only in Euro and **VAT excluded**. Only requested services can be carried out and any additional services possibly proposed by the Tenderers will not be at ENISA's charge

10. PRICE REVISION

Price revision does not apply to this tender procedure and subsequent contract.

11. COSTS INVOLVED IN PREPARING AND SUBMITTING A TENDER

ENISA will not reimburse any costs incurred in the preparation and submission of a Tender. Any such costs must be paid by the Tenderer.

12. PERIOD OF VALIDITY OF THE TENDER

Tenderers must enclose a confirmation that the prices given are valid for (90) ninety days from the date of submission of the tender.

13. PROTOCOL ON THE PRIVILEGES AND IMMUNITIES OF THE EUROPEAN COMMUNITIES

ENISA is exempt from all taxes and duties, including value added tax (VAT), pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities. Tenderers must therefore give prices which are exclusive of any taxes and duties and must indicate the amount of VAT separately.

14. PAYMENT ARRANGEMENTS

Payments under the Framework Service Contract shall be executed 30 days after the submission of a conforming invoice providing the contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted, including the provision of specified deliverables. Ad hoc services shall be requested via the issuing of purchase orders up to the yearly limit as mentioned in Article 8.

Invoices for the regular services can be submitted for services rendered on a monthly or quarterly basis, which will be decided by mutual agreement at the time of contract signature.

15. CONTRACTUAL DETAILS

A Framework Service Contract will be proposed to the selected candidate. This Contract will be signed initially for a period of one year with the possibility to be tacitly renewed for a further three periods of one year each for a maximum possible period of four years. A draft version is attached to this tender document. (See Annex V)

Please note that the general conditions of our standard framework service contract cannot be modified. Submission of a tender by a potential contractor implies acceptance of this contract and all of the terms and conditions contained therein. It is strongly recommended that you have this draft contract checked and passed by your legal section before committing to submitting an offer.

PART 3 ADMINISTRATIVE DETAILS

1. FORMAL REQUIREMENTS

1.1 Address and deadline for submission of the Tender:

You are invited to tender for this project and requested to submit your tender no later than **04th February 2011** either by:

- a) **Registered post or express courier**. The postal service's dated stamp or the courier company's printed delivery slip and stamp will constitute proof of compliance with the deadline given above:

or

- b) **Hand-delivery** (direct or through any authorised representative of the Tenderer) by 17.00 hours on **04th February 2011** in order to establish proof of the date of deposit, the depositor will receive from an official at the below-mentioned address, a receipt which will be signed by both parties, dated and time stamped.

Please note that in this case it is the date and time actually received at the ENISA premises that will count.

The offer must be sent to one of the following addresses:

Postal Address		Express Courier & Hand Delivery
European Network and Information Security Agency (ENISA) For the attention of: The Procurement Officer PO Box 1309 71001 Heraklion Greece	or	European Network and Information Security Agency (ENISA) For the attention of Procurement Section Science and Technology Park of Crete (ITE) Vassilika Vouton 700 13 Heraklion Greece

Please Note: Due to frequent delays encountered with the postal services in Europe, we would ***strongly suggest that you use a courier service***. It is important to avoid delays to the programmed Opening and Evaluation dates as this will in turn delay the contract award, thereby affecting project completion dates.

Please note that late despatch will lead to exclusion from the award procedure for this Contract.

1.2 Presentation of the Offer and Packaging

The offer (consisting of one original and two copies) should be enclosed using the double envelope system, both of which should be sealed. If self-adhesive envelopes are used, they should be further sealed with adhesive tape, upon which the Tenderer's signature must appear.

The **outer envelope**, in addition to the above-mentioned ENISA address, should be marked as follows:

<p>OPEN CALL FOR TENDER NO. ENISA P/36/10/ADM</p> <p>“Provision of Medical Advisory Services to ENISA staff ”</p> <p>NOT TO BE OPENED BY THE MESSENGER/COURIER SERVICE</p> <p>NOT TO BE OPENED BY THE OPENING COMMITTEE BEFORE 15th FEB 2011 TENDERED BY THE FIRM: <PLEASE INSERT NAME OF THE TENDERER/COMPANY></p>
--

The **inner envelope** should be marked as follows:

<p>OPEN CALL FOR TENDER NO. ENISA P/36/10/ADM</p> <p>“Provision of Medical Advisory Services to ENISA staff ”</p> <p>NOT TO BE OPENED BY THE OPENING COMMITTEE BEFORE 15th FEB 2011 TENDERED BY THE FIRM: <PLEASE INSERT NAME OF THE TENDERER/COMPANY></p>

1.3 Identification of the Tenderer

Tenderers are required to complete the **Legal Entity Form (Annex I)** which must be signed by a representative of the Tenderer authorised to sign contracts with third parties. There is one form for 'individuals', one for 'private entities' and one for 'public entities'. A standard form is provided for each category - please choose whichever is applicable. In addition to the above, a **Financial Identification Form** must be filled in and signed by an authorised representative of the Tenderer and his/her bank (or a copy of the bank account statement instead of bank's signature). A specimen form is provided in **Annex II**. Finally a **Declaration by Authorised Representative (Annex VI)** must also be completed for internal administrative purposes.

The **Legal Entity Form** must be supported by the following documents relating to each Tenderer in order to show its name, address and official registration number:

a) For private entities:

- A legible copy of the instrument of incorporation or constitution, and a copy of the statutes, if they are contained in a separate instrument, or a copy of the notices of such constitution or incorporation published in the national or other official journal, if the legislation which applies to the Tenderer requires such publication.
- If the instruments mentioned in the above paragraph have been amended, a legible copy of the most recent amendment to the instruments mentioned in the previous indent, including that involving any transfer of the registered office of the legal entity, or a copy of the notice published in the relevant national or other official journal of such amendment, if the legislation which applies to the Tenderer requires such publication.
- If the instruments mentioned in the first paragraph have not been amended since incorporation and the Tenderer's registered office has not been transferred since then, a written confirmation, signed by an authorised representative of the Tenderer, that there has been no such amendment or transfer.
- A legible copy of the notice of appointment of the persons authorised to represent the Tenderer in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation which applies to the legal entity concerned requires such publication.
- If the above documents do not show the registration number, a proof of registration, as prescribed in their country of establishment, on one of the professional or trade registers or any other official document showing the registration number.
- If the above documents do not show the VAT number, a copy of the VAT registration document, where applicable.

b) For Individuals:

- A legible copy of their identity card or passport.
- Where applicable, a proof of registration, as prescribed in their country of establishment, on one of the professional or trade registers or any other official document showing the registration number.
- If the above documents do not show the VAT number, a copy of the VAT registration document, where applicable.

c) For Public Entities:

- A copy of the resolution decree, law, or decision establishing the entity in question or failing that, any other official document attesting to the establishment of the entity.

All tenderers must provide their Legal Entity Form (Annex I) as well as the evidence mentioned above.

In case of a joint bid, only the co-ordinator must return the Financial Identification form (Annex II).

The Tenderer must be clearly identified, and where the Tender is submitted by an organisation, a company the following administrative information and documents must be provided (see administrative identification form attached as Annex I:

Full name of organisation/company, copy of legal status, registration number, address, person to contact, person authorised to sign on behalf of the organisation (copy of the official mandate must be produced), telephone number, facsimile number, VAT number, banking details: bank name, account name and number, branch address, sort code, IBAN and SWIFT address of bank: a bank identification form must be filled in and signed by an authorised representative of each Tenderer and his banker.

Tenders must be submitted individually. If two or more applicants submit a joint bid, one must be designated as the lead Contractor and agent responsible.

1.4 Participation of consortia

Consortia, may submit a tender on condition that it complies with the rules of competition. The 'Consortium Form' (Annex VII) must be completed and submitted with your offer.

A consortium may be a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure. Such a grouping (or consortia) must specify the company or person heading the project (the leader) and must also submit a copy of the document authorising this company or person to submit a tender. All members of a consortium (i.e., the leader and all other members) are jointly and severally liable to the Contracting Authority.

In addition, each member of the consortium must provide the required evidence for the exclusion and selection criteria (*Articles 2 and 3 below*). Concerning the selection criteria "technical and professional capacity", the evidence provided by each member of the consortium will be checked to ensure that the consortium as a whole fulfils the criteria.

The participation of an ineligible person will result in the automatic exclusion of that person. In particular, if that ineligible person belongs to a consortium, the whole consortium will be excluded.

1.5 Subcontracting

In well justified cases and subject to approval by ENISA, a contractor may subcontract parts of the services. The 'Sub-contractors Form' (Annex VIII) must be completed and submitted with your offer.

Contractors must state in their offers what parts of the work, if any, they intend to subcontract, and to what extent (% of the total contract value), specifying the names, addresses and legal status of the subcontractors.

The sub-contractor must not sub-contract further.

Sub-contractors must satisfy the eligibility criteria applicable to the award of the contract. If the identity of the intended sub-contractor(s) is already known at the time of submitting the tender, all sub-contractors must provide the required evidence for the exclusion and selection criteria.

If the identity of the sub-contractor is not known at the time of submitting the tender, the tenderer who is awarded the contract will have to seek ENISA's prior written authorisation before entering into a sub-contract.

Where no sub-contractor is given, the work will be assumed to be carried out directly by the bidder.

1.6 Signatures of the Tender

Both the technical and the financial offer must be signed by the Tenderer's authorised representative or representatives (preferably in blue ink).

1.7 Total fixed price

A total fixed price expressed in Euro must be included in the Tender. The contract prices shall be firm and not subject to revision.

1.8 Language

Offers shall be submitted in one of the official languages of the European Union (preferably in English).

1.9 Opening of the Tenders

The public opening of received tenders will take place on **15th February 2011 at 10:00am** at ENISA Building, Science and Technology Park of Crete, GR - 70013 Heraklion, Greece.

A maximum one legal representative per participating tenderer may attend the opening session. Tenderers shall inform the Agency in writing of their intention to attend, at least 48 hours prior to the opening session.

2. GROUNDS FOR EXCLUSION OF TENDERERS

2.1 Reasons for Exclusion

Pursuant to Article 29 of Council Directive 92/50/EC relating to Public Service Contracts and to Article 93 of the Financial Regulation, ENISA will exclude Tenderers from participation in the procurement procedure if:

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;

They have been convicted of an offence concerning their professional conduct by a judgement which has the force of *res judicata*;

They have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;

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;

- a. 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;
- b. 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.

Tenderers must certify that they are not in one of the situations listed in sub-article 2.1 (see Annex III: Exclusion criteria and non-conflict of interest form). If the tender is proposed by a consortium this form must be submitted by each partner.

2.2 Other reasons for not awarding the Contract

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. Any attempt by a Tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or ENISA during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of his offer and may result in administrative penalties.

See last paragraph point 2.1.

2.3 Confidentiality and Public Access to Documents

In the general implementation of its activities and for the processing of tendering procedures in particular, ENISA observes the following EU regulations:

- Directive 95/46/EC of the European Parliament and of the Council 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;
- Regulation (EC) No. 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data;
- Regulation (EC) No. 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents.

3. SELECTION CRITERIA

The following criteria will be used to select the Tenderers. If the Tender is proposed by a consortium these criteria must be fulfilled by each partner.

Documentary evidence of the Tenderers' claims in respect of the below-mentioned criteria is required.

3.1 Professional Information

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

3.2 Financial and Economic Capacity

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

- a) Annual accounts, balance sheet or extracts from balance sheets for at least the last 2 years for which accounts have been closed, shall be presented where publication of the balance sheet is required under company law of the country in which the economic operator is established;

It is necessary that the extracts from balance sheets be dated, signed and stamped by the authorised representatives of the tenderer.

- b) Statement of the undertaking's overall turnover and its turnover in respect of the services to which the contract relates for the previous two financial years.
- c) If tenderers will call on the competences of another entity (for example, a parent company), a written undertaking by the said entity certifying that it will make available to the tenderers the resources required to implement the framework contract.

If, for any valid reason, the service provider is unable to provide the references requested by the contracting authority, he may prove his economic and financial standing by any other document which the contracting authority considers appropriate.

3.3 Technical and professional capacity

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

- Technical knowledge and experience of the Tenderer and other applicants, including subcontractors if any, in the last 3 years, in the area described
- Professional Experience of the proposed Medical Advisor: detailed curriculum vitae (using the EUROPASS CV template in electronic format by clicking on the following [link](#)) showing professional experience (preferably in occupational medicine) for the last ten years and copies of the university degree(s).
- Management capability (including, but not limited to, project management in an international context).

4. AWARD CRITERIA

4.1 Quality of the Offer

Once the Tenderer has demonstrated the appropriate capacity to perform the Contract on the grounds of the selection criteria, the offer will be assessed on the basis of the award criteria.

No	Qualitative award criteria	Weighting (max. points)
1.	Professional qualities of the tenderer	50/100
2.	Ability and experience to work in a multicultural environment	10/100
3.	Knowledge of the local medical infrastructure	20/100
4.	Language skills	20/100
Total Qualitative Points (QP)		100

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.

The sum of all criteria gives a total of 100 points. The respective weighting between the different awards criteria depends on the nature of the services required and is consequently closely related to the terms of reference. The award criteria are thus quantified parameters that the offer should comply with. The **qualitative award criteria** points will be weighted at **70%** in relation to the price.

4.2 Price of the Offer

Tenders must state a fixed price in Euro. Prices quoted should be exclusive of all charges, taxes, dues including value added tax in accordance with Article 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities. Such charges may not therefore be included in the calculation of the price quoted.

ENISA, in conformity with the Protocol on the Privileges and Immunities of the European Community annexed to the Treaty of April 8th, 1965, is exempt from all VAT.

Price award criteria

Medical services	Price per hour	Weighting (%)
Regular and punctual medical services		80
Emergency services/Ad hoc services		20
TOTAL		100

The cost of the medical services listed above shall include travel costs of the Medical Advisor to and from the Agency.

The cheapest offer will receive the maximum points and the rest of the candidate's offers will be awarded points in relation to the best offer as follows

$$PP = (PC / PB) \times 100$$

Where;

- PP** = Weighted price points
PC = Cheapest bid price received
PB = Bid price being evaluated

4.3. Personal Interviews

Interviews with the Tenderer and the proposed Medical Advisor and his/her alternate will be required. Representatives from ENISA will interview the prospective Medical Advisor in order to assess his/her capabilities and competences as declared in the curriculum vitae. Only after satisfactory interviews can the contract be awarded.

5. AWARD OF THE CONTRACT

The contract will be awarded to the offer which is the most cost effective (offers the best value for money) which obtains the highest number of points after the final evaluation on the basis of the ratio between the **quality criteria (70%)** and the **price (30%)**. The following formula will be used:

$$TWP = (QP \times 0.7) + (PP \times 0.3)$$

Where;

- QP** = Qualitative points
PP = Weighted price points
TWP = Total weighted points score

In case the successful tenderer is unable to sign the contract for any reasons, the Contracting Authority reserves the right to award the contract to other tenderers as per the ranking order established following the evaluation procedure.

6. PAYMENT AND STANDARD CONTRACT

Payments under the Framework Service Contract shall be made in accordance with article I.5 of the Special Conditions and article II.4.3 of the General Conditions (see Annex V)

In drawing up their bid, the Tenderer should take into account the provisions of the standard contract which include the “General terms and conditions applicable to contracts”

7. VALIDITY

Period of validity of the Tender: 90 days from the closing date given above. The successful Tenderer must maintain its Offer for a further 220 days from the notification of the award.

8. LOTS

This Tender is not divided into Lots.

9. VARIANTS

In the absence of any such indication in the terms of reference your tender should not deviate from the services requested.

10. SCOPE FOR ADDITIONAL SERVICES

ENISA may, at its own discretion, extend the project in duration and/or scope subject to the availability of funding. Any extension of the contract would be subject to satisfactory performance by the Contractor.

11. 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 ENISA and will be regarded as confidential.

12. NO OBLIGATION TO AWARD THE CONTRACT

Initiation of a tendering procedure imposes no obligation on ENISA to award the contract. Should the invitation to tender cover several items or lots, ENISA reserves the right to award a contract for only some of them. ENISA shall not be liable for any compensation with respect to

Tenderers who's Tenders have not been accepted. Nor shall it be so liable if it decides not to award the contract.

13. DRAFT CONTRACT

A Framework Service Contract will be proposed to the selected candidates. A draft copy is included as Annex V to this tender.

14. SPECIFIC INFORMATION

14.1 Timetable

The timetable for this tender and the resulting contract(s) is as follows:

Title: **“Provision of Medical Advisory Services to ENISA staff”**

ENISA P/36/10/ADM

Summary timetable comments

Launch of tender - Contract notice to the Official Journal of the European Union (OJEU)	17th December 2010	Date sent to the OJEU
Deadline for request of information from ENISA	29th January 2011	
Last date on which clarifications are issued by ENISA	31st January 2011	
Deadline for submission of offers	04th February 2011	in case of hand-delivery (17:00 local time. This deadline is fixed for the receipt of the tender in ENISA's premises)
Opening of offers	15th February 2011	At 10:00 CET +1
Date for evaluation of offers	15th February 2011	At 11:00 CET +1
Date for interviews with candidates	17th February 2011	At 14:00 – 17:30 CET +1
Notification of award to the selected candidate	End February 2011	Estimated
14 day standstill period & Contract signature	mid March 2011	Estimated
Commencement date of activities	15 April 2011	Estimated
Completion date of activities	yearly	

ANNEX I

Legal Entity Form

The specific form, for either a;

- c) public entity,
- d) private entity or
- e) individual entity,

is available for download in each of the 22 official languages at the following address: http://ec.europa.eu/budget/execution/legal_entities_en.htm

Please download the appropriate form, complete the details requested and include in your tender offer documentation.

It is obligatory to attach the following documents to the Legal Entity Form:

1. A copy of any official document (e.g. official gazette, register of companies etc) showing the contractor's name, address and the registration number given to it by the national authorities
2. A copy of the VAT registration document if applicable and if the VAT number does not appear on the official document referred to above

ANNEX II


FINANCIAL IDENTIFICATION FORM

- SPECIMEN FOR THE TENDERER -

(to be completed by the Tenderer and his financial institution)

The Tenderer's attention is drawn to the fact that this document is a **specimen**, and a specific form in each of the 22 official languages is available for download at the following address:

http://ec.europa.eu/budget/execution/ftiers_en.htm

	FINANCIAL IDENTIFICATION
PRIVACY STATEMENT	http://ec.europa.eu/budget/execution/ftiers_fr.htm
ACCOUNT NAME	
ACCOUNT NAME ⁽¹⁾	<input type="text"/>
	<input type="text"/>
ADDRESS	<input type="text"/>
	<input type="text"/>
TOWN/CITY	<input type="text"/>
POSTCODE	<input type="text"/>
COUNTRY	<input type="text"/>
CONTACT	
CONTACT	<input type="text"/>
TELEPHONE	<input type="text"/>
FAX	<input type="text"/>
E - MAIL	<input type="text"/>
BANK	
BANK NAME	<input type="text"/>
	<input type="text"/>
BRANCH ADDRESS	<input type="text"/>
	<input type="text"/>
TOWN/CITY	<input type="text"/>
POSTCODE	<input type="text"/>
COUNTRY	<input type="text"/>
ACCOUNT NUMBER	<input type="text"/>
IBAN ⁽²⁾	<input type="text"/>
REMARKS:	<input type="text"/>
BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE (Both Obligatory) ⁽³⁾	DATE + SIGNATURE ACCOUNT HOLDER : (Obligatory)
<input type="text"/>	DATE <input type="text"/>
<small>⁽¹⁾ The name or title under which the account has been opened and not the name of the authorized agent ⁽²⁾ If the IBAN Code (International Bank account number) is applied in the country where your bank is situated ⁽³⁾ It is preferable to attach a copy of recent bank statement, in which event the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-holder is obligatory in all cases.</small>	

ANNEX III

DECLARATION OF HONOUR

WITH RESPECT TO THE

EXCLUSION CRITERIA AND ABSENCE OF CONFLICT OF INTEREST

The undersigned: (Please print name)

in his/her own name (if the economic operator is a natural person)

or

representing (if the economic operator is a legal entity)

Official name of the company/organisation:

.....

Official legal form:

Official address in full:

.....

.....

VAT (Tax) registration number:

.....

Declares that the company or organisation that he/she represents:

- (a) 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;
- (b) has not been convicted of an offence concerning 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 authorities 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 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;

- (e) 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;
- (f) 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:

- (g) 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 ENISA Agency without delay of any change in this situation which might occur after the date of submission of the tender;
- (h) that the information provided to the ENISA Agency within the context of this invitation to tender is accurate, truthful and complete.

By signing this form, the undersigned acknowledges that they have been acquainted with the administrative and financial penalties described under art 133 and 134 b of the Implementing Rules (Commission Regulation 2342/2002 of 23/12/02), which may be applied if any of the declarations or information provided prove to be false

.....
Full name

.....
Signature

.....
Date

ANNEX IV

FINANCIAL OFFER:

“Provision of Medical Advisory Services to ENISA staff”

ENISA P/36/10/ADM

	Medical Services	Price per hour	Comments (if any)
1	Regular and punctual medical services	€	
2	Emergency medical services	€	

Please Note:

The cost of the medical services listed above shall include travel time and costs of the Medical Advisor to and from the Agency premises as well overheads of the Tenderer.

Print name:
(of the Tenderer or authorised representative)

Signature:

Date:

ANNEX V

Model Framework Service Contract template

(See attached file)

ANNEX VI

DECLARATION BY THE AUTHORISED REPRESENTATIVE(S):

NAME OF LEGAL REPRESENTATIVE	
<i>I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.</i>	
First name	
Last name	
Title (e.g. Dr, Mr, Mrs)	
Position (e.g. Manager, Director)	
Telephone number	
Fax number	
e-mail address	
Website	
NAME OF 2 nd LEGAL REPRESENTATIVE <i>(if applicable)</i>	
<i>I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.</i>	
First name	
Last name	
Title (e.g. Dr, Mr, Mrs)	
Position (e.g. Manager, Director)	
Telephone number	
Fax number	
e-mail address	
Website	

SIGNATURE: **DATE:**

ANNEX VII

Consortium form

Name of tenderer:

Form of the Consortium: (Please cross the relevant box)

Permanent: Legally established: Specifically for this tender:

	Name(s)	Address
Leader of the Consortium <i>(person authorised to conclude contract)</i>		
Partner 1*		
Partner 2*		

* add additional lines for partners if required. **Note that a subcontractor is not considered to be a partner.**

We confirm, as a partner in the consortium, that all partners are jointly and severally liable by law for the performance of the contract, that the leader is authorised to bind, and receive instructions for and on behalf of, each partner, that the performance of the contract, including payments, is the responsibility of the leader, and that all partners in the consortium are bound to remain in the consortia for the entire period of the contract's performance.

Signature: <i>Leader of consortium</i>	
Date:	
Signature: <i>Partner 1</i>	
Date:	
Signature: <i>Partner 2...etc</i>	
Date:	

ANNEX VIII

Sub-contractors form

	Name(s)	Address
Tenderer (person authorised to sign contract)		
Sub-contractor 1*		
Sub-contractor 2*		

* add additional lines for subcontractors if required.

As subcontractors for this tender, we confirm that we are willing to perform the tasks as specified in the tender documentation.

Signature: <i>Tenderer</i>	
Date:	
Signature: <i>Subcontractor 1</i>	
Date:	
Signature: <i>Subcontractor 2</i>	
Date:	

ANNEX IX

CURRICULUM VITAE

The EUROPASS Curriculum Vitae is also available in electronically by clicking on [this link](#)



Europass curriculum vitae

Personal information

Surname(s) / First name(s)	Surname(s) First name(s)
Address(es)	House number, street name, postcode, city, country
Telephone(s)	
Mobile:	remove if not relevant, see instructions)
Fax(es)	(remove if not relevant, see instructions)
E-mail(s)	(remove if not relevant, see instructions)
Nationality(-ies)	(remove if not relevant, see instructions)
Date of birth	
Gender	

Desired employment / Occupational field (remove if not relevant, see instructions)

Work experience

Dates	Add separate entries for each relevant post occupied, starting from the most recent. (remove if not relevant, see instructions)
Occupation or position held	
Main activities and responsibilities	
Name and address of employer	
Type of business or sector	

Education and training

Dates Add separate entries for each relevant course you have completed, starting from the most recent. (remove if not relevant, see instructions)

Title of qualification awarded

Principal subjects/Occupational skills covered

Name and type of organisation providing organisation and training

Level in national or international classification (remove if not relevant, see instructions)

Personal skills and competences

Mother tongue(s) **Specify mother tongue** (if relevant add other mother tongue(s), see instructions)

Other language(s)
Self-assessment

European level (*)

Understanding		Speaking		Writing
Listening	Reading	Spoken interaction	Spoken production	

Language

Language

(*) *Common European Framework of Reference (CEF) level*

Social skills and competences Replace this text by a description of these competences and indicate where they were acquired. (Remove if not relevant, see instructions)

Organisational skills and competences Replace this text by a description of these competences and indicate where they were acquired. (Remove if not relevant, see instructions)

Technical skills and competences Replace this text by a description of these competences and indicate where they were acquired. (Remove if not relevant, see instructions)

Computer skills and competences Replace this text by a description of these competences and indicate where they were acquired. (Remove if not relevant, see instructions)

relevant, see instructions)

Artistic skills and competences Replace this text by a description of these competences and indicate where they were acquired. (Remove if not relevant, see instructions)

Other skills and competences Replace this text by a description of these competences and indicate where they were acquired. (Remove if not relevant, see instructions)

Driving licence(s) State here whether you hold a driving licence and if so for which categories of vehicle. (Remove if not relevant, see instructions)

Additional information Include here any other information that may be relevant, for example contact persons, references, etc. (Remove heading if not relevant, see instructions)

Annexes List any items attached. (Remove heading if not relevant, see instructions)

ANNEX X Document CHECKLIST

WHAT MUST BE INCLUDED IN THE TENDER SUBMISSION:

PLEASE TICK EACH BOX AND RETURN THIS CHECKLIST

TOGETHER WITH YOUR OFFER

- | | | |
|----|---|--------------------------|
| 1 | Technical Offer | <input type="checkbox"/> |
| 2 | Professional information (see Part 3 – Article 3.1) | <input type="checkbox"/> |
| 3 | Proof of financial and economic capacity (see Part 3 – Article 3.2) | <input type="checkbox"/> |
| 4 | Proof of technical and professional capacity (see Part 3 – Article 3.3) | <input type="checkbox"/> |
| 5 | Legal Entity Form² (Annex I) signed and dated | <input type="checkbox"/> |
| 6 | Financial Identification Form³ (Annex II) signed and dated | <input type="checkbox"/> |
| 7 | Declaration on Honour on exclusion criteria (Annex III) signed and dated | <input type="checkbox"/> |
| 8 | Financial Offer (Annex IV) signed and dated | <input type="checkbox"/> |
| 9 | Declaration by Authorised Representative (Annex VI) signed and dated | <input type="checkbox"/> |
| 10 | Consortium form (Annex VII) signed and dated - if applicable | <input type="checkbox"/> |
| 11 | Sub-Contractors form (Annex VIII) signed and dated - if applicable | <input type="checkbox"/> |

****The tenderers' attention is drawn to the fact that any total or partial omission of documentation requested may lead the Contracting Authority to exclude the tender from the rest of the procedure.***

Print name:

Signature:

Date:

(of the Tenderer or authorised representative)

² If you have provided a Legal Entity form to ENISA within the previous 6 months maximum and no details have changed in the meantime, then you may provide a photocopy of this previous form.

³ If you have provided a Financial Identification form to ENISA within the previous 6 months maximum and no details have changed in the meantime, then you may provide a photocopy of this previous form.

ANNEX XI

Relevant extracts from the Staff Regulations of Officials of the European Communities and Conditions of Employment of other servants of the European Communities

Article 59 (8) (96)

1. An official who provides evidence of being unable to carry out his duties by reason of illness or accident shall be entitled to sick leave.

The official concerned shall notify his institution of his incapacity as soon as possible and at the same time state his current address. He shall produce a medical certificate if he is absent for more than three days. This certificate must be sent on the fifth day of absence at the latest, as evidenced by the date as postmarked. Failing

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STAFF REGULATIONS

this, and unless failure to send the certificate is due to reasons beyond his control, the official's absence shall be considered as unauthorised.

The official may at any time be required to undergo a medical examination arranged by the institution. If the examination cannot take place for reasons attributable to the official, his absence shall be considered as unauthorised as from the date that the examination is due to take place.

If the finding made in the examination is that the official is able to carry out his duties, his absence shall, subject to the following sub-paragraph, be regarded as unjustified from the date of the examination.

If the official considers the conclusions of the medical examination arranged by the Appointing Authority to be unjustified on medical grounds, he or a doctor acting on his behalf may within two days submit to the institution a request that the matter be referred to an independent doctor for an opinion.

The institution shall immediately transmit the request to another doctor agreed upon by the official's doctor and the institution's medical officer. Failing such agreement within five days of the request, the institution shall select a person from a list of independent doctors to be established for this purpose each year by common consent of the Appointing Authority and the Staff Committee. The official may within two working days object to the institution's choice, whereupon the institution shall choose another person from the list, which choice shall be final.

The independent doctor's opinion given after consultation of the official's doctor and the institution's medical officer shall be binding. Where the independent doctor's opinion confirms the conclusion of the examination arranged by the institution, the absence shall be treated as unjustified from the date of that examination. Where the independent doctor's opinion does not confirm the conclusion of that examination, the absence shall be treated for all purposes as having been justified.

2. If, over a period of 12 months, an official is absent for up to three days because of sickness for a total of more than 12 days, he shall produce a medical certificate for any further absence because of sickness. His absence shall be considered to be unjustified as from the thirteenth day of absence on account of sickness without a medical certificate.

3. Without prejudice to the application of the rules on disciplinary proceedings, where appropriate, any absence considered to be unjustified under paragraphs 1 and 2 shall be deducted from the annual leave of the official concerned. In the event that the official has no outstanding leave entitlement, he shall lose the benefit of his remuneration for the corresponding period.

4. The Appointing Authority may refer to the Invalidity Committee the case of any official whose sick leave totals more than 12 months in any period of three years.

5. An official may be required to take leave after examination by the institution's medical officer if his state of health so requires or if a member of his household is suffering from a contagious disease.

In cases of dispute, the procedure laid down in the fifth to seventh subparagraph of paragraph 1 shall apply.

6. Officials shall undergo a medical check-up every year either by the institution's medical officer or by a medical practitioner chosen by them.

In the latter case, the practitioner's fees shall be payable by the institution up to a maximum amount fixed for a period of no more than three years by the Appointing Authority after consulting the Staff Regulations Committee.

Article 59a (8) (96)

The annual leave of an official who is authorised to work part time shall, for as long as he is so authorised, be reduced proportionally.

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STAFF REGULATIONS

Article 60

Except in case of sickness or accident, an official may not be absent without prior permission from his immediate superior. Without prejudice to any disciplinary measures that may apply, any unauthorised absence which is duly established shall be deducted from the annual leave of the official concerned. If he has used up his annual leave, he shall forfeit his remuneration for an equivalent period.

If an official wishes to spend leave elsewhere than at the place where he is employed he shall obtain prior permission from the appointing authority.