



GSA/OP/02/14

"PROVISION OF MEDICAL SERVICES TO THE GSA"

Annex I to Invitation to Tender

‘Tender Specifications’

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1 Overview

The present specifications are attached to the call for requests to participate and are intended to complement the information contained in the Contract Notice 2014-OJS099-172132-en providing to the Tenderers further information on the procurement procedure and elements to allow them to prepare for the procurement process.

1.1 Context of the tender

The European GNSS Agency (hereinafter 'GSA', 'the Agency' or 'the Contracting Authority') is a European Union regulatory agency set up under Regulation (EU) No 512/2014 of European Parliament and the Council, amending Regulation (EU) No 912/2010¹ (hereinafter the "the GSA Regulation") to accomplish specific tasks related to the European GNSS Programmes.

The GSA organisational structure reflects both administrative (Finance Unit, Human Resources Department, Legal and Procurement Department, Communications Department, ICT and Logistics Department) and operational side (Security Department, Market Development Department, Galileo Security Monitoring Centre, GNSS exploitation programme team) of its activities covering a wide range of tasks.

The Agency's main office is located in Prague, the Czech Republic. The Agency has additional local offices in Swanwick, United Kingdom, and Saint-Germain-en-Laye, France – additional local offices at other sites may be added in the future.

Following Article 18 of the GSA Regulation, staff members employed by the GSA are subject to the Staff Regulations of Officials of the European Union and the Conditions of Employment of Other Servants of the European Union (Council Regulation Nr. 259/68 of 29 February 1968, in its latest amendment, hereinafter the "Staff Regulations"). As civil servants employed under European Union Law, GSA staff members are not subject to national employment law, nor are they members of national health and social security schemes.

The staff working at the Agency originates from the Member States of the European Union. Currently, there are 100 staff members working at the GSA Prague. It is expected that there will be up to a maximum of 120 staff members by the end of 2014. Further recruitments are foreseen in 2015 and 2016.

Further information can be found on the Agency's web site at <http://www.gsa.europa.eu/>.

¹ REGULATION (EU) No 512/2014 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 16 April 2014 amending Regulation (EU) No 912/2010 setting up the European GNSS Agency.



1.2 Outline of the tender and procedural process

Name: **GSA/OP/02/14 - "Provision of Medical Services to the GSA"**

Procedure: **Open procedure** in accordance with Article 127(1)(2) RAP² for procurement of services in **two lots**, under **two single supplier framework contracts**.

It is important to note that:

- **The tenderers' special attention is drawn to the fact that the GSA is launching the tender for provision of medical services in Prague for the first time, therefore the volume of the Framework Service Contract(s) is estimated to the best available knowledge of costs of services, but it may not be sufficiently accurate, therefore it may be over or underestimated.** Therefore the GSA reserves the right to launch an exceptional negotiated procedure for similar services with the same Contractor in case of need, as foreseen in Art. 134(1)(f) RAP.³
- The tenders will have to fulfil the conditions of submission set out in section 4 – Conditions for submission of tenders – of these specifications.
- In drawing up your tender, the provisions of the Draft Framework Service Contract (see Annex II to the Invitation to Tender) should be kept in mind. In particular, the Draft Framework Service Contract indicates the method and the conditions for payments to the contractor.
- Tenderers will be required to accept all the terms and conditions set out in the Invitation to Tender, Tender Specifications & Draft Framework Service Contract, Draft Specific Contract, and, where appropriate, waive the tenderer's own general or specific terms and conditions. The terms and conditions set out in the invitation to tender, tender specifications & Draft Framework Service Contract and Draft Specific Contract shall be binding on the tenderer to whom the contract is awarded for the duration of the contract.
- The Invitation to Tender and its Annexes is in no way binding on the GSA. The GSA's contractual relationship commences only upon signature of the contract with the successful tenderer.
- Up to the point of contract signature, GSA may either abandon procurement or cancel the award procedure, without tenderers being entitled to claim any compensation.

² Commission Delegated Regulation (EU) No 1268/2012 of 29 October 2012 on the rules of application of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union.

³ Commission Delegated Regulation (EU) No 1268/2012 of 29 October 2012



TIMETABLE	Date	Comments
Launch of tender	12 May 2014	
Deadline for request of clarifications from GSA	13 June 2014	Requests to be sent in writing only to: tenders@gsa.europa.eu
Last date on which clarifications are issued by GSA	23 June 2014	All clarifications will be communicated to all the tenderers.
Deadline for submission of tenders	30 June 2014	According to conditions for submission under Section 4 of these specifications
Opening session	7 July 2014, 11:00	Prague, CZ, local time.
Tenderers' Site Visits	Following the opening session and within five working days after having received the GSA's request	For tenderers having passed the exclusion criteria and all other selection criteria, the GSA reserves the right to visit the tenderer's premises for verification of the information submitted for this criterion. Visits will follow at a coordinated appointment for which the tenderer in question shall provide a suitable date which shall be no later than five working days after having received the GSA's request.
Completion date for evaluation of tenders	July 2014	Estimated
Award decision and information	July 2014	Estimated
Signature of contracts	July-August 2014	Estimated



1.3 Purpose of the contract

GSA has access to the medical services of the European Commission, on the basis of the Service Level Agreement with DG HR Medical Service. This gives GSA's staff access to a set of services, first of all to medical visit at recruitment as well as annual medical examination in Brussels.

Accordingly, the purpose of this procurement process is to complement medical services by DG HR Medical Service in Brussels and to cover the provision of medical services on the spot in Prague by establishing single supplier Framework Service Contract(s) (hereinafter referred to as the Contract without differentiation) for provision of medical services to the GSA and its staff in Prague.

The tender is divided into two Lots as follows:

Lot 1: Provision of services offered by a Medical Centre – “Medical Centre”

Lot 2: Provision of services offered by a Medical Advisor – “Medical Advisor”

Tenderers may submit bids for **one or both lots**. Tenders will be evaluated against general requirements applying to all lots and specific requirements applying to individual lots.

IMPORTANT: Tenders have to be submitted separately with all required documents for each lot, clearly marked.

Each tender must cover all the tasks in the applicable Lot. Submission of a tender for only some of the tasks to be performed under the Contract(s) will lead to the exclusion of the tender.

In order to be successful in any one lot, the tender has to fulfil the general requirements for any lot and the specific requirements applying to the respective lot.

The Contractor has to be able to fulfil the Agency's staff members' needs which vary in line with the growth of the Agency as described in these Tender Specifications.

2 Terms of Reference

2.1 Applicable Legal Acts – Lot 1 and Lot 2

Participation to the tender is subject to applicable legal restrictions and obligations. The reference documents include:

- REGULATION (EC) No 1285/2013 of the EUROPEAN PARLIAMENT and of the COUNCIL of 11 December 2013 on the implementation and exploitation of the European satellite navigation systems and repealing Council Regulation (EC) No 876/2002 and Regulation (EC) No 683/2008 of the EUROPEAN PARLIAMENT and of the COUNCIL;
- REGULATION (EU) No 512/2014 of the EUROPEAN PARLIAMENT and of the COUNCIL of 16 April 2014 amending Regulation (EU) No 912/2104 setting up the European GNSS Agency;



- REGULATION No 31 (EEC), 11 (EAEC), laying down the Staff Regulations of Officials and the Conditions of Employment of Other Servants of the European Economic Community and the European Atomic Energy Community (hereinafter: “the Staff Regulations”).

The procurement procedure will be carried out in accordance with the rules of:

- Commission Regulation (EC, Euratom) No 2343/2002 of 23 December 2002 on the framework Financial Regulation for the bodies referred to in Article 185 (under revision);
- REGULATION (EU, EURATOM) No 966/2012 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002;
- Commission Delegated Regulation (EU) No 1268/2012 of 29 October 2012 on the rules of application of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union.

In the general implementation of its activities and for the processing of tendering procedures in particular, regarding confidentiality, personal data protection and public access to documents, the following rules shall be observed:

- Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 and 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, and;
- Council Regulation (EC) No 1049/2001 of 30 May 2001 regarding public access to European Parliament, Council and Commission documents.

2.2 Technical Terms of Reference – Lot 1 (Medical Centre)

2.2.1 Background – Lot 1 – (Medical Centre)

Under the Staff Regulations GSA staff members are required to pass a **pre-recruitment medical examination** and, once employed, have to undergo an **annual medical check-up** every 12 months paid for by the Agency.

The GSA estimates the following number of pre-recruitment medical exams and annual medical check-ups for the next four years for the site in Prague. Tenderers are reminded that the numbers are **merely estimates** and may be subject to change. The GSA does not provide any guarantee to the Contractor on the use of the Contract.

Nr of exams/check-ups in Prague	2014	2015	2016	2017
Pre-recruitment Medical Exams	5	5	10	10



Nr of Annual Medical Check-Ups	50	110	120	120
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Please note that none of the following restrictions regarding the processing of personal health and medical data shall bar the Contractor to comply with his physicians' professional regulations.

2.2.2 Task 1- Pre-recruitment medical examination for new staff members – Lot 1 (Medical Centre)

All (potential) new GSA staff members (candidates receiving an offer of employment from the GSA) are required to undergo and pass a pre-recruitment medical examination.

a) Pre-recruitment Medical Examination Programme

The list of tests and exams to be carried out in the “pre-recruitment medical examination programme” can be found in the table under Annex I.S.1 Task 1 - Price Tables (excel document). The answering of a “pre-recruitment medical questionnaire” by the staff members and its analysis by the Contractor forms a part of the pre-recruitment medical examination – the questionnaire can be found in the separate Annex I.U Pre-Recruitment Medical Questionnaire.

NOTE: Both the tests and exams to be carried out for the “pre-recruitment medical examination programme” and the “pre-recruitment medical questionnaire” may be subject to changes due to the GSA’s legal obligations in the future.

Taking into account preferences by staff members to be treated either by a male or a female doctor the Contractor must be able to provide for treatment by both male and female practitioners in the offer.

b) Organisation of Appointments and Ordering of Services

For organisation of appointments the GSA will send a request for provision of the pre-recruitment medical examination for respective candidate(s) to the Contractor by e-mail (in English) – please note that efforts will be made to send requests with as much advance notice as possible, however in exceptional circumstances may also need to be accommodated on short notice.

The request will contain

- The number of candidates, gender and date of birth
- The programme to be administered - here: the pre-recruitment medical examination programme as described under Annex I.S.1 Task 1 - Price Tables - Tab 1 “Pre-Recruitment” (excel document),
- Each candidate’s job description setting out the specific tasks to be assigned to the candidate,



- **Options for three dates** (morning sessions, if possible) for performance of the examination. These dates have been previously agreed with the candidate(s).

The Contractor must confirm by e-mail (in English), **within the day of receiving the request**, which of the three dates proposed he schedules the examination.

Upon the Contractor's confirmation of a proposed date, the GSA may proceed by sending him an Order Form (always on the basis of an awarded Specific Contract) following the template for Task 1 (Annex III.1), reflecting the previous request and additional documents:

- The pre-recruitment medical questionnaire - Annex I.U - to be completed by the candidate at the appointment,
- A privacy statement to be handed to the candidate prior to the examination, and
- An attendance form (see c) below for further details) to be filled by both the Contractor and the candidate (the attendance form will already contain the candidate's reference-number, surname and name).

c) Attendance Form /Privacy Statement.

Following the examination, the Contractor will fill in the attendance form (see template provided in Annex I.T.1 - Attendance Form).

The Contractor shall prepare **one attendance form per candidate**, including the name of the candidate, the date of the examination and the programme applied (here: pre-recruitment medical examination programme).

The candidate and the doctor administering the programme shall **sign** the attendance form. One copy of the privacy statement shall be handed to the candidate who shall also sign another copy.

Within **seven working days** from the date of the examination, the Contractor shall provide to the GSA the attendance form related to a candidate. The forms shall be annexed to the Invoices (see section 2.2.2 e) below) together with a copy of the privacy statement signed by the candidate and submitted to the Head of HR Department of the GSA via courier in a sealed envelope.

d) Results - Certificate of Medical Aptitude

On completion of the medical examination and after careful review of the results the Contractor shall confirm to the Head of the HR Department of the GSA by sending a certificate of medical aptitude within **seven working days** from the date of the examination whether the candidate is fit to perform his/her duties. Results shall be communicated using the Attendance Form (Template) – Annex I.T.1, checking the appropriate box for the examination result. If the candidate's medical condition allows the candidate only to perform his duties with reasonable accommodation, this does not bar the candidate from performing his/her duties set out in the submitted job description and the Contractor shall **name the accommodations** to be carried out by the GSA. No further medical data and medical



information on the candidate shall be provided to the GSA. **The certificate has to be provided in the English language.**

If any **abnormalities** are found after reviewing the results the candidate should be informed/advised by the Contractor accordingly (in writing/per telephone – at the candidate's choice and always in the **English language**) with no additional costs charged. This service, when necessary, shall be included in the price presented for the related medical examination programme in the financial offer (see 4.6.3 and Annex I.S.1 Task 1 - Price Tables - Tab 1 "Pre-Recruitment" (excel document) for further information on the financial offer and scope of services).

For avoidance of doubt, any follow-up examination or medical treatment which the candidate may choose to undergo shall not be covered within the scope of the Contract and no claim for reimbursement of costs therefore shall be made against the GSA.

e) Prices and invoices

The Contractor shall invoice along the provision of the Contract or services under this Task 1 applying the prices quoted under Annex I.S.1 Task 1 - Price Tables - Tab 1 "Pre-Recruitment" (excel document) for each candidate to whom the Contractor administered the pre-recruitment medical examination programme as requested by the GSA. Invoices shall be submitted to the Head of HR Department of the GSA via courier in a sealed envelope. The invoice itself shall only contain the candidate's reference-number as only information linked to candidate. **Costs related to invoice preparation and delivery as described shall be covered by the prices quoted for Task 1 and shall not be subject to additional reimbursement.**



f) Intended flow of (medical) data under Lot 1 – Task 1

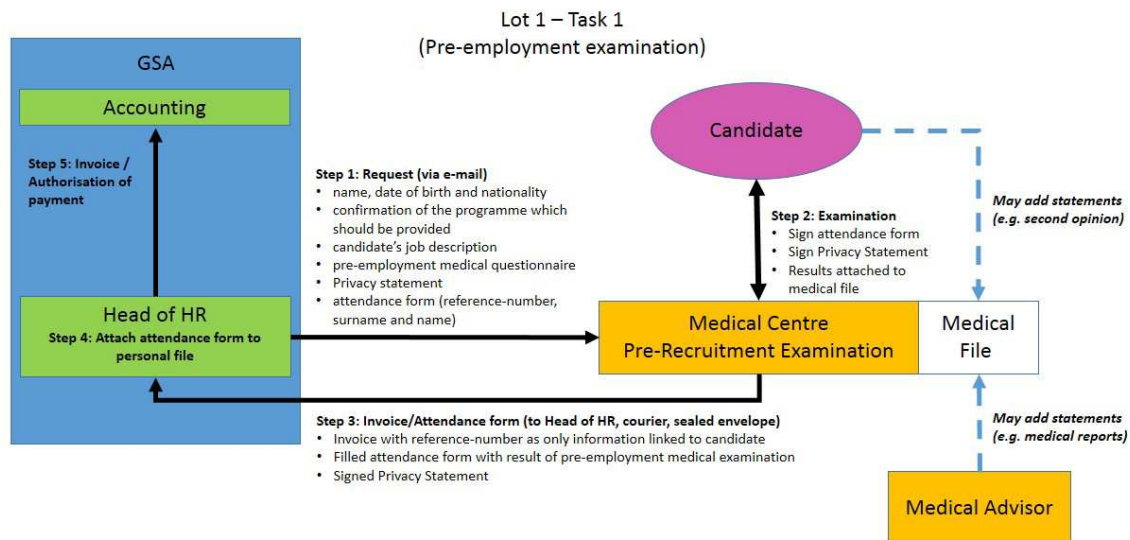


Figure 1: Intended flow of (medical) data under Lot 1 - Task 1

2.2.3 Task 2 - Annual medical check-ups for all existing staff members – Lot 1 (Medical Centre)

In line with the provisions of the Staff Regulations GSA staff members are obliged to undergo an annual medical check-up and the GSA has to secure that its staff members fulfil this obligation. To comply with this regulation, GSA staff members are invited every 12 months to carry out an annual medical check-up, however the decision to undergo the annual medical check-up with the institution offered by the Agency (subject to this Contract) remains with the staff member. Additionally, the annual medical check-up contains mandatory and voluntary tests and exams.

a) Annual Medical Check-up Programme

Four programmes and a number of additional examinations (depending on age, gender and/or outcome of laboratory test) have been defined according to the age and gender of staff members including gynaecological exams for female staff members.

Taking into account preferences by staff members to be treated either by a male or a female doctor the Contractor must be able to provide for treatment by both male and female practitioners in the offer.

The list of tests and exams to be carried out in the “Annual medical check-up programme” can be found in Annex I.S.1 - Price Tables - Task 2 P1 to P4 and Task 2 PX (excel document). However, the



tests and exams to be carried out may be subject to changes due to the GSA's legal obligations in the future.

The GSA will submit to the Contractor at the beginning of the Contract and in the event of changes/amendments

- the "Annual Examination Medical Questionnaire" which can be found in Annex I.V.,
- a privacy statement (see section 2.2.3 c) to be handed to the staff member prior to the examination, and
- an attendance form (see section 2.2.3 c) below for further details) to be filled by both the Contractor and the staff member.

b) Organisation of Appointments

The Contractor shall prepare a quarterly appointment schedule/plan for GSA staff members to attend the annual medical check-up and send it to the GSA for internal publication.

Based on this plan GSA will contact the Contractor on behalf of the respective staff member(s) to arrange his/her appointment by e-mail (in English or Czech language) containing at least

- the age for staff member, and
- the programme(s) requested by the staff member appropriate for the respective age taken from the pre-defined list of services in accordance with the therein mentioned conditions for administering the relevant tests (Annex I.S.1 - Price Tables - Task 2 P1 to P4 and 2 PX (excel document)).
- three possible dates (previously agreed with the staff member) from the quarterly appointment schedule/plan which the Contractor shall confirm, within 2 working days by e-mail (in English), which of the three is most suitable.

Upon the Contractor's confirmation of a proposed date, the GSA may proceed by sending him an Order Form (always on the basis of an awarded Specific Contract) following the template for Task 2 (Annex III.1), reflecting the previous request. Within one working day the Order Form shall be returned to the GSA duly signed and dated.

Please note that appointments, as far as possible, should be organised for morning sessions and every new appointment schedule should be sent at least 1 month before the previous one expires.

c) Attendance Form / Privacy Statement

The Contractor shall use the submitted attendance form to document the staff member's attendance to the provided programme –the current Template of the attendance form is provided in Annex I.T.1 - Attendance Form.



The Contractor shall provide one attendance form per administered staff member. Each attendance form shall include a reference-number (consisting of the Contract-number and consecutive number), the GSA personal number, the name of the staff member and date of the examination.

The staff member and the doctor administering the programme/additional examinations shall sign the attendance form. One copy of the privacy statement shall be handed to the candidate who shall also sign another copy.

Within the first two weeks of the month following the examination, the Contractor shall provide to the GSA's Human Resources Department the attendance form of the candidates examined in the preceding month. The forms shall be annexed to the Invoices (see section 2.2.3 e) for further details) together with a copy of the Privacy Statement signed by the candidate and submitted to the Head of HR Department of the GSA via courier in a sealed envelope.

d) Results

The Contractor shall ensure that the results of all examinations are made available in two copies and always in the **English language**.

Within ten working days of the result of the annual examination of the staff member available, the Contractor shall send one copy of the results to the staff member directly in a sealed envelope marked "medical confidential".

The second copy shall be attached to the medical file and kept by the Contractor as set out in section 2.2.2 f) above.

If any **abnormalities** are found after reviewing the results the Contractor shall inform the staff member immediately (in writing/per telephone at the staff member's choice and always in the **English language** unless the staff member opts for Czech) with no additional costs charged. This service, when necessary, shall be included in the price presented for the related medical examination programme in the financial offer (see 4.6.3 and Annex I.S.1 - Price Tables - Task 2 (excel document) for further information on the financial offer and scope of services). If as a result of such abnormalities the staff member's medical condition allow the staff member only to perform his duties with reasonable accommodation, the Contractor shall recommend the accommodations to be carried out by the GSA and attach it to the respective attendance form; the staff member has to be informed about the recommendation prior to a submission to the GSA. No further medical data and medical information on the candidate shall be provided to the GSA.

e) Prices and invoices

The prices for the annual services programmes are to be quoted under Annex I.S.1 - Price Tables - Task 2 (excel document). Quotations shall cover all costs for administration of the services per staff.

The Contractor may invoice the GSA the prices for services quoted under Annex I.S.1 - Price Tables - Task 2 for each candidate to whom the Contractor administered the respective annual medical check-up programme to the extend requested by the GSA. These prices shall cover to costs for any



other services within the scope of this Task 2 – the Contractor may claim no further reimbursement of costs incurred. Invoices shall be submitted to the Head of HR Department of the GSA via courier in a sealed envelope. The invoices themselves shall only contain the reference-numbers used in the attendance forms as only information linked to the staff members. **Costs related to invoice preparation and delivery as described shall be covered by the prices quoted for Task 2 and shall not be subject to additional reimbursement.**

f) Additional Tests

Should further tests or treatments be found necessary on the basis of the results of the examination, the staff member should, in general, be advised by the Contractor to consult and follow-up such tests/treatments with their General Practitioner (GP) who should then take over any supplementary patient care.

In the case that staff members specifically request to continue with the Contractor, the Contractor is obliged to clearly communicate to the respective staff member that any additional tests/exams/treatments are not covered by the annual medical check-up programme and are not paid for by the Agency. Therefore, for such services the staff member shall be invoiced separately. In case of the Contractor's failure to follow this obligation any unpaid invoices of the Contractor to the staff member shall **not be subject to claim for compensation by the GSA**. For the avoidance of doubt, data obtained in such follow-up examination or medical treatment on the basis of a contract between the Contractor and the staff member him-/herself shall only be attached to the Medical Files with expressed prior consent of the respective staff member.

g) Intended flow of (medical) data under Lot 1 – Task 2

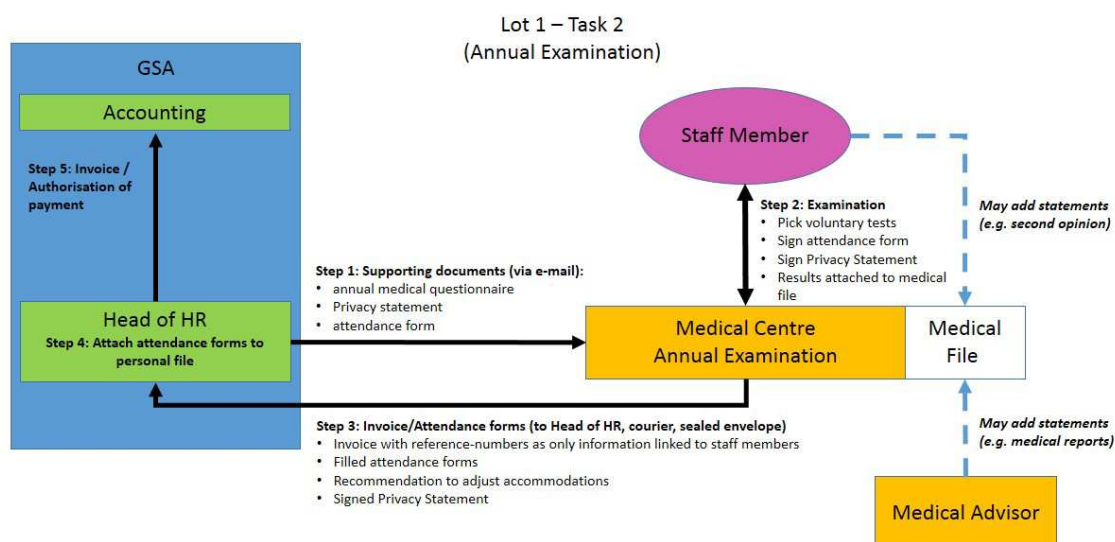


Figure 2: Intended flow of (medical) data under Lot 1 – Task 2



2.2.4 Task 3 – Seasonal influenza vaccination – Lot 1 (Medical Centre)

The successful tenderer should be in a position to offer seasonal influenza vaccination upon request **at the GSA's office**. In such a case, the GSA will agree with the Contractor in advance, for how many persons the vaccination will be needed and on which dates the Contractor would be able to provide the services at the GSA. The GSA and the Contractor shall then decide finally on the date and the persons scheduled for vaccination.

a) Prices and invoices

The price for the influenza vaccination has to be quoted in the Annex I.S.1 - Price Tables - Task 3 (excel document). The price shall include all costs for application of the vaccination, including medical and any support staff of the Contractor for administrating the vaccination and any travel/transport costs to/from the GSA premises in Prague. The invoices shall be submitted to the Head of HR Department of the GSA and shall not contain personal information of staff members.

b) Processing of medical data

The Contractor shall provide a certificate of vaccination to the staff members, however, without the prior consent of the staff member (which might become mandatory in the future and a respective form will be submitted to the Contractor) no data regarding the vaccination shall be attached to the staff member's Medical File as set out in section 2.2.2 f) above.

c) Responsibility for attendance and invoicing of costs

Influenza vaccination may only be invoiced for vaccinations actually administered. The GSA shall not be responsible for and the Contractor shall not invoice prices for vaccine that could not be administered in lack of attendance of the pre-agreed number of staff at the appointed day for performance of the service, unless the Contractor provides evidence that the vaccine which could not be administered due to staff absence cannot be used for other patients for recovery of the full price as quoted for such number of vaccination in Annex I.S.1 - Price Tables - Task 3 (excel document), despite the Contractor's proven reasonable effort. In this case the Contractor may recover the remaining difference to the applicable price for such vaccine as quoted in the Annex I.S.1 - Price Tables - Task 3 (excel document) by invoicing the GSA accordingly.



d) Intended flow of personal data under Lot 1 – Task 3

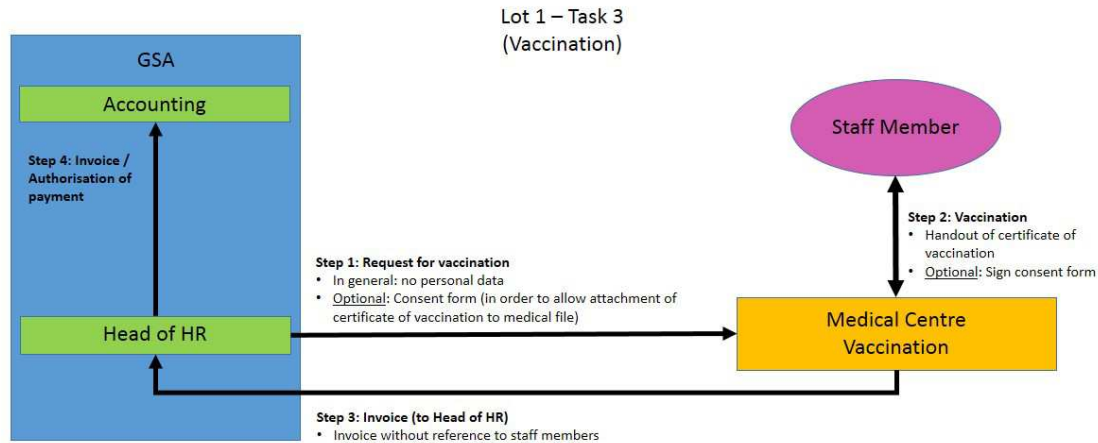


Figure 3: Intended flow of personal data under Lot 1 – Task 3

2.2.5 Task 4 – Participation in meetings with the GSA’s management and Medical Advisor – Lot 1 (Medical Centre)

The Contractor may be requested to participate in co-ordination meetings with the GSA. Any meetings will be scheduled at least 4 working days in advance to allow the Contractor to plan its presence. This task shall not in any way replace any ad-hoc coordination and exchange which may be required to implement any of the tasks allocated to this Lot 1.

A maximum of two coordination meetings with the GSA will be held **at the GSA’s offices in Prague and/or on the premises of the Contractor** as may be determined by the GSA in the scheduling of each meeting. The first meeting should take place after the signature of the contract, a second meeting after 6 months, if deemed necessary.

a) Coordination with Lot 2

The Medical Centre will work in close co-operation with the Medical Advisor of the GSA contracted under LOT 2. For coordination of services the GSA may choose to also invite dedicated personnel of the Medical Advisor to the coordination meetings.

b) Hearings on pre-recruitment medical examination results

In relation to Task 1 of Lot 1, in case of a negative medical opinion as a result of the pre-recruitment medical examination, the candidate may within 20 days of being notified of this opinion by the GSA,



request that his/her case shall be submitted for the opinion of a medical committee composed of three doctors chosen by the appointing authority from among the institutions' medical officers.

The Contractor shall therefore also provide in its offer the service of appearing in front of the medical committee to be heard on the medical opinion regarding individual pre-recruitment examination results.

c) Prices and invoices

The price for participation of medical and administrative staff at meetings and hearings of the medical committee are to be quoted in the Annex I.S.1 - Price Tables - Task 4 (excel document). The price shall include any (travel) costs incurred for participation at meetings in Prague (and no reimbursement for travel time within Prague will be granted) – other travel costs for meetings outside Prague will be subject to reimbursement applying the mission rules accordingly (ref. Annex I.W – EC Guide to Missions). No further differentiation on individual doctors/administrators rates in view of qualification is to be made. Tenderers are asked to provide one quotation per medical and administrative staff which applies regardless of the individual staff's qualifications or hierarchical ranking. Invoices may be submitted to the Head of HR Department of the GSA via regular mail, unless required otherwise hereinafter. In case the invoices relate to hearings involving medical and/or personal data of GSA staff, the invoices shall be submitted via courier in a sealed envelope with the invoice itself only containing the reference-number set out in the not the file (documenting the request) as only information linked to the staff member or candidate. **Costs related to invoice preparation and delivery of the documents as described shall be covered by the prices quoted for Task 4 and shall not be subject to additional reimbursement.**

2.2.6 Task 5 – Granting access to and submission of Medical Files to GSA staff member and candidates – Lot 1 (Medical Centre)

The GSA staff members have the right to acquaint themselves with their Medical Files and due to Article 13 of the Regulation (EC) 45/2001 shall have the right to obtain information from the GSA (as Data Controller in terms of the Regulation (EC) 45/2001) regarding the processing of their personal data. The Contractor as Data Processor in terms of the Regulation (EC) 45/2001 shall assist the GSA in fulfilling the aforementioned obligations.

a) Granting access and submission of Medical Files to staff members and candidates

Each GSA staff member or candidate shall have the right to acquaint themselves with their Medical Files. On the request of a GSA staff member or candidate (or a request forwarded by the GSA) transmitted by the GSA in an Order Form (always on the basis of an awarded Specific Contract) the Contractor shall – at the choice of the staff member or candidate – grant access to the Medical File at the Contractor's premises or submit a copy of the Medical File via courier in a sealed envelope directly to the staff member or candidate within 5 workdays as of the request. The staff member or candidate may also request to submit the copy of the Medical File to a practitioner of his/her choice. The Con-



tractor shall verify the identity of the requesting person. If an assessment to be made on each request reveals that indirect access is necessary for the protection of the staff member or candidate (especially but not limited to data of psychological or psychiatric nature), given the circumstances at stake, the Contractor shall submit the copy of the Medical File only to a practitioner named by the staff member or candidate. The request and a filled file note (to be provided by the GSA at the beginning of the Contract and in the event of changes) shall be attached to the Medical File and a copy of the file note shall be annexed to the Invoice and submitted to the Head of HR Department of the GSA.

b) Prices and invoices

The prices for the services set out above under this Task 5 are to be quoted in the Annex I.S.1 - Price Tables - Task 5 (excel document). Invoices shall be submitted to the Head of HR Department of the GSA via courier in a sealed envelope. The invoice itself shall only contain the reference-number set out in the file note as only information linked to the staff member or candidate. **Costs related to invoice preparation and delivery as described shall be covered by the price quoted for Task 5 and shall not be subject to additional reimbursement.**



c) Intended flow of (medical) data under Lot 1 – Task 5

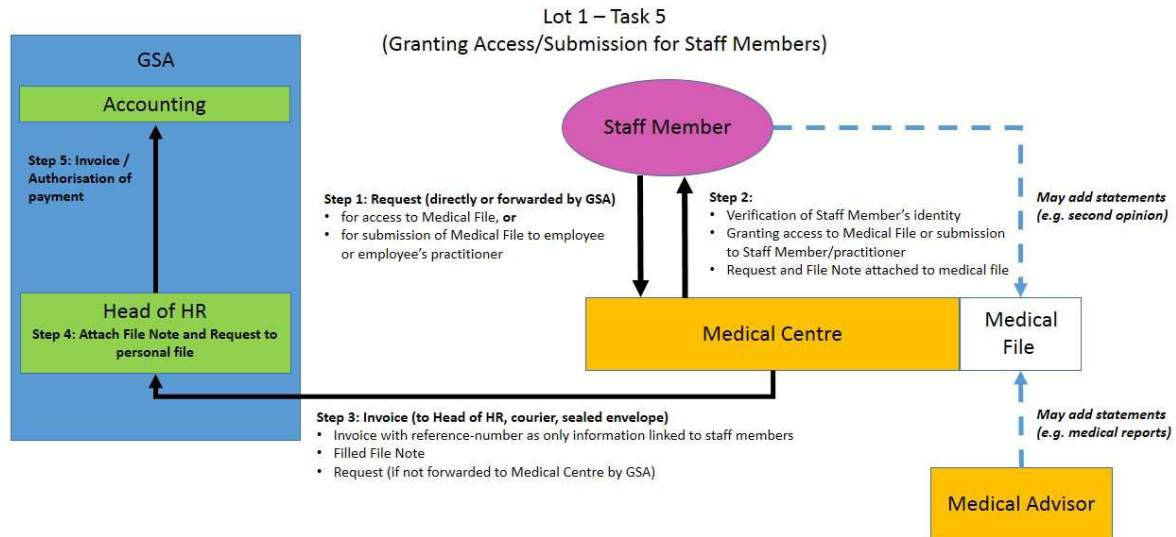


Figure 4: Intended flow of (medical) data under Lot 1 – Task 5

2.2.7 Task 6 – Submission of Medical Files to the GSA– Lot 1 (Medical Centre)

The Contractor shall submit the Medical Files of the GSA staff members and candidates to the GSA on the expiration of the Contract and on the request of the GSA Executive Director.

a) Submission of Medical Files

On expiration of the Contract all Medical Files of candidates and staff members having been examined under the Contract shall be sent via courier to the GSA or a medical advisor appointed by the GSA Executive Director in a sealed parcel with individual sealed envelopes per staff member/candidate marked as “medical confidential” and the name of the relevant staff member/candidate.

Upon written request of the GSA Executive Director Medical Files or parts thereof on candidates and staff members may also be provided to the GSA, the Medical Service of the European Commission or a Medical Advisor appointed by the GSA Executive Director in sealed envelopes as described.

b) Prices and invoices

The prices for the services under this Task 6 are to be quoted in Annex I.S.1 - Price Tables - Task 6 (excel document). Invoices shall be submitted to the Head of HR Department of the GSA. The invoices themselves shall not contain information linked to staff members or candidates. **Costs related to invoice preparation and delivery as described shall be covered by the prices quoted for Task 6 and shall not be subject to additional reimbursement.**



c) Intended flow of (medical) data under Lot 1 – Task 6

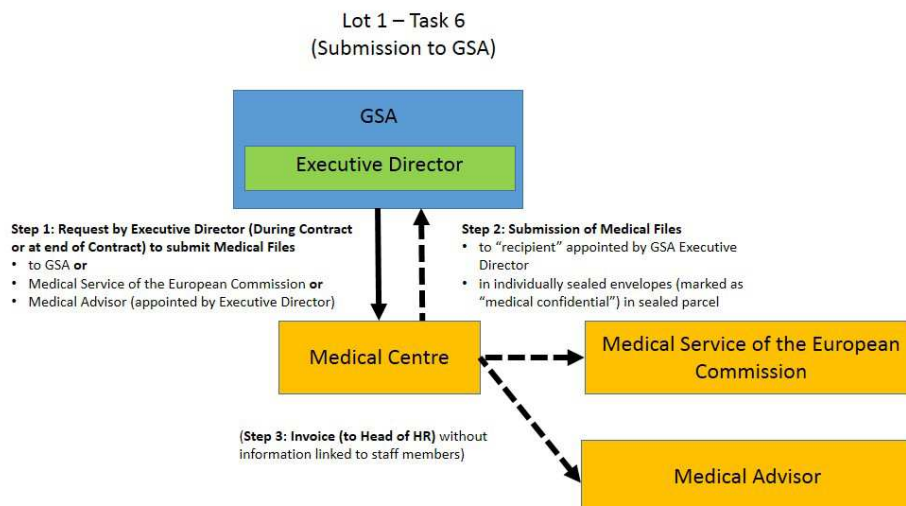


Figure 5: Intended flow of (medical) data under Lot 1 – Task 6

2.2.8 General remarks – Lot 1 (Medical Service Centre)

For the avoidance of doubt, the focus of the services to be provided by the Contractor under this Contract lies on the provision of medical services. However, full compliance with the European Data Protection regulations is essential for the GSA (see also section 4.11.2 below). Thus, the collecting and processing of personal data of the GSA staff members and candidates may be subject to changes/amendments in the course of this Contract. Such changes/amendments shall not be deemed as material changes of the services to be provided by the Contractor.

Handling of Medical Files (applies to tasks 1 to 6 of Lot 1)

All pertaining documentation on tests and exams under the Contract shall be kept by the Contractor in a medical file (hereinafter 'Medical File') for the duration of the contract (see section 2.5.4 - Duration) in full compliance with the applicable legal provisions for storage of personal medical data. Each GSA staff member or candidate is entitled to add statements/documents – especially but not limited to second opinions by a practitioner of his/her choice – to any information – especially but not limited to results of examinations under the Contract – collected and stored in his/her Medical File; the GSA's medical advisor or another practitioner/Medical Centre appointed by the GSA shall also be entitled to add statements/documents to Medical Files. For the avoidance of doubt, additional data not obtained in the course of the Contract – especially, but not limited to data obtained in follow-up examination or medical treatment on the basis of a contract between the Contractor and the candi-



date him-/herself – shall be attached to the Medical Files only with expressed prior consent of the respective candidate or staff member.

The Contractor (as Data Processor in terms of the Regulation (EC) 45/2001) is required to maintain the Medical Files of the GSA staff in strict compliance with the Data Protection Regulation (EC) No.45/2011, especially but not limited to Article 23 of the Regulation (EC) 45/2011 and the regulation of the laws of the Czech Republic by virtue of Article 16 or Article 17(3), second indent, of Directive 95/46/EC. The Contractor shall comply with all applicable laws, especially – but not limited to – regarding the secrecy obligations and physicians' professional regulations under the laws of the Czech Republic.

All Medical Files subject to this Lot 1 have to be provided in the English language.

2.2.9 General place of Service Provision – Lot 1 (Medical Service Centre)

Unless otherwise indicated in the specific task description for Lot 1 above, the general place for provision of the medical services subject to the Contract shall be the Contractor's premises.

The Contractor's premises for applying the services to the staff member/candidate in person **must be located in Prague**, the Czech Republic, with a good connection with public transportation from the GSA offices and suitable (public) parking facilities at the Contractor's premises or immediate vicinity.

If certain services applied to the staff member/candidate in person need to be performed at a different location (e.g. in the case of sub- contracting) it should be reachable from the main location within a reasonably **short walking distance** or **short transfer by public transport**.

NOTE: The GSA reserves the right to visit the premises of tenderers for verification of the above requirements.

The Contractor must be able to perform all tests and exams indicated in the pre-recruitment medical examination programme and annual medical check-up programme (incl. the additional services list) for each staff member and preferably on the same day at the same site, taking no longer than a half day in total.

In cases that tests/exams to be performed at different locations cannot be performed on the same day the Contractor shall ensure that an appointment is found within the same week as the initial appointment.

The Contractor shall provide to each GSA staff member and candidates in writing and in English location maps and information on how to get to the different sites before appointments. Such services shall be provided free of charge.



2.3 Technical Terms of Reference – Lot 2 (Medical Advisor) ONLY

2.3.1 Background – Lot 2 (Medical Advisor)

The Medical Advisor shall be involved in the cases for which the Conditions of Employments of Other Servants with reference to the Staff Regulations requires the Agency to seek prior advice of the institution's medical officer before making a decision. Such provisions are stipulated in the Conditions of Employments of Other Servants (Articles 16, 28, and 91) with references to the Articles of the Staff Regulations, applying by analogy, and Commission Decision No. 92/2004 introducing implementing provisions on absences as a result of sickness or accident. Procedures on Invalidity Committees are part of the same provisions.

In addition to the above, where a GSA staff member's sick leave totals more than 12 months in any period of three years or permanent invalidity prevents him/her from performing the duties corresponding to a post in his/her function group, his/her case may be referred for a recommendation to the Invalidity Committee, which will be chaired by the Medical Advisor of the GSA. The other members of the Invalidity Committee will be: a doctor nominated by the staff member and an independent doctor appointed by agreement between the Chair of the Committee and the employee's doctor. The Committee has the power to recommend retirement on health grounds where it is considered that the employee is suffering from permanent invalidity and is incapable of working. In such cases, where the Medical Advisor has a conflict of interest with the employee under review, he/she will be required to delegate the role of Chair to another medical doctor approved by the GSA.

Furthermore, the Medical Advisor may be requested to support the GSA management with health and psychological counselling and advice on individual staff cases related to anxiety, depression, people relationships, family disputes, trauma, bereavement, stress management, burn out syndrome, mobbing, psychological and sexual harassment, particular life events, such as death of family members and similar. Also support in conflicts mediation in cases of harassment, mobbing and similar may be requested.

Finally, the Medical Advisor may be requested to provide counselling and training seminars to groups of GSA staff, including management, in relation to well-being, health and disabilities, psychological assessments (e.g. in recruitment procedures), conducting return to work interviews, supporting staff in particular life events (e.g. preparation for retirement, loss or illness of family members), dealing with harassment cases, mobbing, and sociopathic signs at the place of work and similar.

The Medical Advisor will work in close co-operation with the Medical Centre chosen by the GSA under Lot 1, if and when required under the tasks and requested by the GSA. For this purpose, an initial coordination meeting between the GSA, a suitable representative for Lot 1 and Lot 2 may be requested by the GSA at its premises in Prague after the signing of both Contracts. Costs for such meeting shall be reimbursed in accordance with the hourly rates quoted by the successful tenderer. Travel costs for the initial coordination meeting shall not be reimbursed. Such activities are allocated under Task 3 below.



2.3.2 Task 1- Medical examination of staff members/staff member's Medical Files – Lot 2 (Medical Advisor)

The GSA may request the Contractor for this Lot 2 to examine staff members or staff members' files subject to services under Lot 1 of this procurement (therein defined as 'Medical File(s)') and to perform other medical tests and exams specific to performing tasks under this Lot 2 and provide medical advice in the **English Language** (unless requested in Czech) in the following **cases**:

- (1) To recognise a dependant child's disability or severe illness, entitling the staff member for additional parental leave time (provisions of the CEOS with ref. to Article 42a SR).
- (2) To determine a staff member's (in) ability to carry out his/her duties by reason of illness or accident (sick leave) and – on the staff member's or his/her doctor's request – to agree with the staff member's doctor on an independent doctor to provide another opinion on the respective case (provisions of the CEOS with ref. to Article 59 (1) SR).
- (3) To determine a staff member's illness requiring him/her to take leave (provisions of the CEOS with ref. to Article 59 (5) 1.alt SR);
- (4) To advise the appointing authority of the GSA for determining the non-application of the time limits for application and benefit from sickness and accident cover under the agreements with the Union (Article 28 CEOS ref. to Articles 72, and 73 SR).

The examinations subject to this Task 1 shall be provided **at the Contractor's office** unless unless otherwise requested/approved by the GSA on a case by case basis.

2.3.3 Task 2 - Medical advice – Lot 2 (Medical Advisor)

The Contractor may be asked to provide medical advice in the **English Language** (unless requested in Czech) orally or in writing as requested in the Order Form (always on the basis of an awarded Specific Contract) on the appropriateness for the GSA to grant a staff member:

- (1) Approval to spent sick leave spent away from the place of employment;
- (2) Special leave to undergo medical consultations, examinations or specific treatment abroad;
- (3) Part-time work based on medical grounds.

In addition, the Contractor may be asked to provide medical advice in the **English Language** (unless requested in Czech):

- (4) on sickness of staff's family members that would entitle the concerned staff member to special leave;
- (5) on the need for specialist medical examinations abroad;
- (6) on the results of annual medical results at the request of staff members;



- (7) to the Executive Director of the GSA on entitlement to part-time work on medical grounds, medical examination and/or treatment abroad;
- (8) on health measures for the GSA staff complaining of disorders associated with their working environment;
- (9) on the inventory of supplies and medicines to be available in the GSA's office and manage it.

The services subject to this Task 2 shall be provided **at the Contractor's office** also remotely via email or telephone as may be appropriate unless otherwise requested/approved by the GSA on a case by case basis.

Costs for pre-approved travels in Prague shall be included in the price quoted for the tender – costs for travels outside Prague shall be reimbursed under the terms and limits according to Annex I.W – EC Guide to Missions).

2.3.4 Task 3 – Administrative services – Lot 2 (Medical Advisor)

In accordance with the Staff Regulations and the Implementing Rules of the GSA, the successful tenderer may be requested to provide the following administrative services in the **English language** (unless requested in Czech):

- (1) **Preparation and administration of medical reports and medical certificates** on GSA staff following medical examinations that may be requested under Task 1 and 2;
- (2) Preparation of and participation in meetings with the GSA's management and chairing the Invalidity Committee at the GSA's offices in Prague;
- (3) Participation at coordination meetings with the GSA and possibly the Lot 1 Contractor.

All the above-mentioned tasks will be performed upon request of the GSA's Human Resources Department.

All working documents and forms that the Contractor will require the GSA staff members to read, to fill in, and to sign must be made **available in English**.

The services subject to this Task 3 shall be provided **at the Contractor's office** unless otherwise requested/approved by the GSA on a case by case basis.

Costs for travels in Prague shall be included in the price quoted for the tender – costs travels outside Prague shall be reimbursed under the terms and limits according to Annex I.W – EC Guide to Missions insofar as pre-approved.

2.3.5 Task 4 – Health and psychological advice to GSA management – Lot 2 (Medical Advisor)

The GSA may ask the Contractor in an Order Form (always on the basis of an awarded Specific Contract) to provide health and psychological counselling and advice to GSA management on **individual**



staff cases such as but not limited to anxiety, depression, people relationships, family disputes, trauma, bereavement, stress management, burn out syndrome, mobbing, psychological and sexual harassment, particular life events, such as death of family members and similar. Services shall be provided by **medical doctors or psychologists** as appropriate on a case by case basis.

For the avoidance of doubt, services under this Task 4 should not include the treatment of GSA staff members, but providing advice to GSA management on how to deal with individual cases described by the GSA management on an anonymous basis; no personal data of GSA staff members shall be transmitted to the Contractor. In cases where the Contractor can identify the respective GSA staff member due to prior medical examinations/treatment under Lots 1 or 2, one of his staff members, who is sworn to secrecy and who has not been involved in such medical examination/treatment, has to provide the respective service under this Task 4; **if this is not possible the Contractor is barred from providing services to the GSA management under this Task 4 and shall refuse the respective request for services.** The requested activities may include support to the GSA management in conflicts mediation in cases of harassment, mobbing and similar.

Any service (oral or in writing) under this Task shall be rendered in the **English Language** (unless requested in Czech).

The services subject to this Task 4 shall be provided **at the Contractor's office or at the GSA in Prague**, as may be requested by the GSA, also remotely via email or telephone as may be appropriate unless otherwise requested/approved by the GSA on a case by case basis. Written reports (Case Reports) subject to this Task shall be provided to the GSA in Prague specifically addressed to the Head of HR Department of the GSA or any other person defined in the initial request for service, via courier, postage paid, in a sealed envelope, marked "medical confidential". Case reports shall contain a summary of the facts of the case submitted by the GSA management and brief description of the actions proposed by the Contractor.

Costs for providing the services at the GSA in Prague shall be included in the price quoted for the tender with no claim for additional cost reimbursement.

2.3.6 Task 5 – Awareness Sessions to groups – Lot 2 (Medical Advisor)

The GSA may ask the Contractor to provide **awareness sessions to groups** of GSA staff, including management, in relation to well-being, health and disabilities, psychological assessments (e.g. in recruitment procedures), conducting return to work interviews, supporting staff in particular life events (e.g. preparation for retirement, loss or illness of family members), dealing with harassment cases, mobbing, and sociopathic signs at the place of work and similar.

The awareness sessions shall be provided at the premises of the **GSA in Prague**.

The tenderer should provide **support material** to the participants of each session.

The courses shall be held and any support material shall be provided in the **English Language** (unless requested in Czech).



Travel costs for providing the services at the GSA in Prague, session preparation, and performance as well as provision of the support material shall be included in the price quoted for the tender with no claim for additional cost reimbursement.

2.3.7 Handling of Medical Data – Lot 2 (Medical Advisor)

The Medical Advisor (as Data Processor in terms of the Regulation (EC) 45/2001) is required to process all personal data of the GSA staff in strict compliance with the Data Protection Regulation (EC) No. 45/2011, especially but not limited to Article 23 of the Regulation (EC) No. 45/2011 and the national provisions by virtue of Article 16 or Article 17(3), second indent, of Directive 95/46/EC.

The Medical Advisor is required to ensure the highest privacy in oral and written communication regarding the medical information of the staff. The Medical Advisor shall comply with all applicable laws, especially – but not limited to – regarding the secrecy obligations and physicians' professional regulations under the laws of the Czech Republic.

a) Medical Reports

Each medical report following medical examinations by the Medical Advisor shall have a reference-number (consisting of the Contract-number and consecutive number) and – if applicable – the GSA personal number of the respective staff member.

A copy of each medical report (including – if applicable – medical certificates and/or opinions of other practitioners) on GSA staff members shall be submitted within seven workdays as of completion of the report to the Medical Centre appointed by the GSA in order to attach the respective medical report to the staff member's Medical File.

Another copy shall be provided to the GSA staff member at the earliest possible. If an assessment reveals that for the protection of the staff member (especially but not limited to data of psychological or psychiatric nature) it is necessary, given the circumstances at stake, not to disclose the medical report directly to the staff member himself, the Contractor shall submit the copy of the medical report only to a practitioner appointed by the staff member.

No medical report shall be submitted to the GSA.

b) Medical Certificates

Each medical certificate following medical examinations by the Contractor shall have a reference-number (consisting of the Contract-number and consecutive number) and – if applicable – the GSA personal number of the respective staff member. The medical certificate shall not contain more personal and medical data as required (e.g. a medical certificate for sick leave shall not contain the reason) and shall be attached to the medical report and the invoice.



c) Case Reports

Each case report shall have a reference-number (consisting of the Contract-number and consecutive number). Case reports shall not contain information linked to GSA staff members and no information suited to enable a third party to identify the respective GSA staff member (like e.g. job description).

d) Intended flow of (medical) data under Lot 1 – Tasks 1 to 3

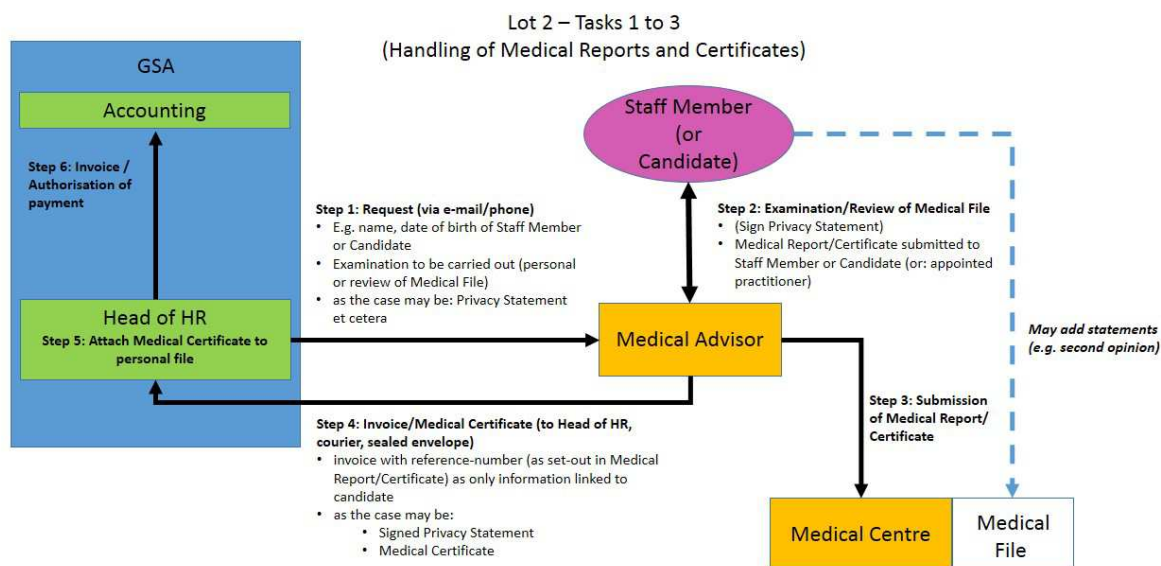


Figure 6: Intended flow of (medical) data under Lot 2 – Tasks 1 to 3

2.3.8 Location of Contractor's office – Lot 2 (Medical Advisor)

The tenderer's office **must be located in Prague**, the Czech Republic, with a good connection with public transportation from the GSA offices and suitable (public) parking facilities at the Contractor's office or immediate vicinity.

NOTE: The GSA reserves the right to visit the premises of tenderers for verification of the above requirements.

2.3.9 Request for services – Lot 2 (Medical Advisor)

The GSA may request the Contractor (on the basis of the pre-agreed Specific Contracts) to perform the services by **email or by phone with confirmation by email** with an attached **Order Form** as under Annex III.2 Draft Specific Contract and Order Forms. The Contractor shall confirm his acceptance by returning the Order Form countersigned within one working day. Should the Contractor not be able to perform the service at the requested point in time, he/she shall immediately inform the GSA and



offer a next alternative date to be agreed. The same applies if the Contractor is barred from providing services as set out under section 2.3.5 para. 2 above.

If the request contains documents (e.g. Privacy Statements) to be signed by the respective staff member, signed copies shall be attached to the medical report and the invoice.

With exception of Task 5 (awareness sessions) the GSA shall endeavour to issue requests for service at least two workdays in advance of the requested date of performance and the Contractor shall generally be able to perform its services accordingly. However, circumstances may sometimes require the Contractor to provide the services on shorter notice.

2.3.10 Prices and invoices, annual report – Lot 2 (Medical Advisor)

The tenderer shall quote all prices, rates and fees in the table of Annex I.S.2 – Price Tables– Lot 2 (Medical Advisor) (excel document).

The tenderer shall quote in the table of Annex I.S.2 – Nr.1 the **hourly rate** for a medical doctor to provide **medical advice** as detailed under the Tasks 1 to 3 for Lot 2.

The tenderer shall quote in the table of Annex I.S.2 – Nr. 2 the **fee** for preparation and administration of **medical reports** under Task 3 per one GSA staff following medical examinations that may be requested for Tasks 1 and 2 for Lot 2.

The tenderer shall quote in the table of Annex I.S.2 – Nr. 3 the **hourly rate** for the advisor (medical doctor and psychologist, as appropriate) to provide **advice** as detailed under the Task 4 for Lot 2.

The tenderer shall quote in the table of Annex I.S.2 – Nr. 4 the **fee** for preparing and providing **awareness sessions**, including support material at the GSA for up to 15 staff as may be requested under Task 5 of Lot 2.

The Contractor may invoice the prices in accordance with the performance **of tasks as requested** by the GSA. **Hourly rates** shall be charged at **full six minutes intervals** according to actual performance. Invoices for hourly rates shall always be accompanied with an **activities report** for the time period invoiced. Invoices shall be submitted to the Head of HR Department of the GSA via courier, postage paid, in a sealed envelope – except for Task 5 invoices which may be sent with regular mail. The invoices themselves shall only contain the reference-numbers used in the medical reports / certificates / case reports as only information linked to the staff members – except for Task 5 invoices which shall reference to the number of the specific contract awarded and the day and title of the awareness session/seminar provided. **Costs related to invoice preparation and delivery of the documents as described shall be covered by the examination costs and shall not be subject to additional reimbursement.**

The GSA may request the Contractor to provide an annual report in the **English language** with analyses regarding the number of staff who have used the services of the Medical Advisor and the related costs. The report will be submitted in one copy, in paper version and/or in electronic format compatible with Word in English. No health data shall be part of the report. **Costs for preparation and deliv-**



ery of the report shall be covered by the fees for provision of the services with no claim for additional cost reimbursement.

2.3.11 General remarks – Lot 2 (Medical Advisor)

For the avoidance of doubt, the focus of the services to be provided by the Contractor under this Contract lies on the provision of medical services. However, full compliance with the European Data Protection regulations is essential for the GSA (see also section 4.11.2 below). Thus, the collecting and processing of personal data of the GSA staff members and candidates may be subject to changes/amendments in the course of this Contract. Such changes/amendments shall not be deemed as material changes of the services to be provided by the Contractor.

2.4 Contract Management & Administration – Lot 1 and 2

2.4.1 General Requirements for Contract Management & Administration – Lot 1 and 2

The Contractor shall nominate a contract focal point/administrator who shall be responsible for the overall management/administration of the Contract including organisation of appointment schedules, requests from / communication with the GSA, invoicing etc.

The nominated focal point/administrator shall be able to communicate fluently in the **English language**. All working documents and forms that the Contractor will require the GSA staff members to read, to fill in, and to sign must be made available **in English**.

The Contractor shall provide a single e-mail address and phone number to which all communication shall be channelled i.e. requests from the GSA, for staff members to make appointments etc.

Cancellation of Appointments & Waiting Times:

The Contractor shall ensure that all services are executed with a customer-oriented approach that limits delays and waiting times as well as ensuring that (from the part of the Contractor) appointments are respected and the need for cancellations/re-organisations kept to a minimum.

The GSA shall not be held liable (or charged) for the cancellation of appointments nor shall staff members/candidates be required to provide proof of a valid ground for cancellation (e.g. medical certificate in case of illness). However the GSA shall make efforts through means of internal communication to its staff members/candidates to ensure that appointments are only cancelled in exceptional cases (e.g. illness).

2.4.2 Specific Requirements for managing Personnel – Lot 1 and 2

For management of Personnel for provision of tasks under each respective Contract throughout its duration, the tenderer shall submit and update the CV's of all personnel he plans to be involved in the delivery of services (i.e. administrative, nurses, doctors etc.) - ref. also section 3.2.3 Technical & Professional Capacity Criteria.



Medical Doctors/ Psychologist:

Only medical doctors/psychologist whose CVs have been reviewed and approved by the GSA shall be authorised to deliver the relevant services under the Contract.

Replacements:

In case during the course of the Contract staff of the Contractor that has been previously reviewed by the GSA should become unavailable (e.g. no longer working for Contractor), the Contractor shall submit, without delay, the CVs of the proposed replacement staff to the Agency for review. Medical doctors/psychologist previously approved by the GSA may only be replaced by other medical doctors/psychologist fulfilling the same selection criteria and following their approval by the GSA.

The originally approved CVs of personnel and the CVs of any replacements **shall be annexed to the Contract.**

Holiday Periods/Absences:

The Contractor shall ensure that sufficient provisions are made to ensure all holidays/absences are adequately covered in order to ensure continuous provision of services subject to the Contract during all regular working days in the Czech Republic.

2.4.3 Customer Service – Lot 1 and 2

It is expected that the Contractor for each Lot and their staff deliver the highest level of customer service, quality and patient care for the entire duration of each Contract.

Since most of the GSA's staff members do not speak Czech it is essential that consideration be taken in this respect and that the Contractor's staff (in addition to the focal point in particular also doctors and any other personnel in contact with the staff members / candidates relevant for service performance under the Contract) are able to communicate in English (orally and in writing).

Should problems/complaints arise as a result of the competence/behaviour of a member of the Contractor's staff the Contractor shall take immediate action to remedy such problems. In the case that such issues continue the GSA reserves the right to demand the replacement of any such staff member under the respective Contract at no additional cost to the Agency.

2.4.4 Confidentiality & Patient Privacy – Lot 1 and 2

Each Contractor shall ensure that they and their staff performing the respective Contract respect all applicable rules and regulations with regard to privacy and confidentiality, especially – but not limited to: The applicable national provisions by virtue of Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 and 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; see also Article I.8 (Exploitation of Results of the FWC), I. 10 (Clarification regarding 'Re-



sults' in terms of the FWC), and II.6 (Processing of Personal Data) – of the draft Framework Service Contract (Annex II to the Invitation to Tender) for further information.

Furthermore the highest level of professionalism and confidentiality should be applied in all oral and written communication in particular with reference to staff member's / candidate's medical information and/or files. All information obtained from the execution of services shall be appropriately and securely stored/ saved (electronically and in paper form) and no information shall be transferred to third parties without the express prior written consent of the concerned person (staff member/candidate).

The Contractor shall be obliged to provide to the GSA for each of the Contractor's staff members processing medical data of GSA's staff members and candidates under the Contract a signed declaration of confidentiality, if the respective staff member is not a health professional subject to the obligation of professional secrecy or another person also subject to an equivalent obligation of secrecy under the applicable laws.

2.5 Legal and Contractual terms of reference

2.5.1 Form of contracts

The aim of this procurement is to award single supplier Framework Service Contracts to up to two Contractor (one per lot) for the provision of services described in the present Tender Specifications. **A tenderer may bid for any combination of lots. Therefore the final number of Contracts awarded may vary from one (a tenderer being awarded all two lots) to two (each lot being awarded to a different tenderer).**

Signature of a Framework Service Contract imposes no obligation on the GSA to purchase. Only implementation of the Framework Service Contract through Specific Contracts (planned - without obligation - to be issued on quarterly basis for estimated prevision of services needed) in turn executed by Order Forms (latter issued by e-mail attachment) is binding for the GSA.

When drawing up their tenders, Tenderers should bear in mind the Draft Framework Service Contract (Annex II to the Invitation to Tender).

The GSA reserves the right to launch an exceptional negotiated procedure for similar services with the same Contractor in case of need, as foreseen in Art. 134(1)(f) RAP.⁴

2.5.2 Place of performance

The requirements for the place of performance are described for each Lot under sections 2.2 to 2.4 above.

⁴ Commission Delegated Regulation (EU) No 1268/2012 of 29 October 2012



2.5.3 Volume of the contract

The tenderers' special attention is drawn to the fact that the GSA is launching the tender for provision of medical services in Prague for the first time, therefore the volume of the Framework Service Contract(s) is estimated to the best available knowledge of costs of services, but it may not be sufficiently accurate, therefore it may be over or underestimated.

The indicative budget estimated for the maximum duration of the Framework Contracts per Lot are as follows (including extension of the initial duration up to a total of four years):

- (a) EUR 130,000 for Lot 1 – Medical Centre
- (b) EUR 55,000 for Lot 2 – Medical Advisor

This budget is only indicative; it will be subject to budget allocations given to the GSA.

2.5.4 Duration

The Framework Service Contract for each Lot is intended to be signed for an initial period of one year. Each shall be renewable up to three times for a total maximum duration of four years under the same conditions.

2.5.5 Language of the Contract

The working language of the Contract shall be English with application of further requirements as specified in these Tender Specifications.

2.5.6 Subcontracting

The Contractors will be able to call on subcontractors to provide specific know-how. However, the Contractors will remain the sole partner and person legally and financially responsible vis-à-vis the GSA.

Particular attention will be paid to the approach proposed by the Contractors for the management of their subcontractors.

Each Tenderer must indicate clearly which parts of the work will be sub-contracted **and** to what **extent** (proportion in %) (ref. per Lot Annex I.F.1, or 2 – Subcontracting Form). Sub-contractors must not sub-contract further.

Sub-contractors must satisfy the eligibility criteria applicable to the award of the Contract as for the respective Lot.

If the identity of the intended sub-contractor(s) is already known at the time of submitting the tender, Tenderer must furnish a statement guaranteeing the eligibility of the sub-contractor. The sub-contractor shall further submit a declaration of intent (ref. per Lot Annex I.G.1 or 2 – Subcontractor



Declaration of Intent) ensuring his support and availability to the tenderer if awarded the respective Contract.

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

Where no sub-contracting is indicated in the tender the work will be assumed to be carried out directly by the Tenderer.

2.5.7 Participation of consortia

Consortia may submit a tender on the condition that it complies with the rules of competition.

A consortium may be a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure.

Such grouping (or consortium) 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 on behalf of the consortium. 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 (see section 3.1 and 3.2 of these Tender Specifications). Concerning the selection criteria "economic and financial capacity" as well as "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.

3 Assessment of tenders

All admissible tenders will be assessed. The assessment of the tenders is carried out in successive stages against the exclusion and selection criteria set out below:

1) Exclusion stage- to check, on the basis of the exclusion criteria, whether Tenderers can take part in the tendering procedure;

2) Selection stage- to check, on the basis of the selection criteria, (a) the technical and professional capacity; (b) economic and financial capacity, (c) capacity to manage security aspects of the contract as well as (d) conflict of interest questions of each Tenderer.

3) Award stage- to assess, on the basis of the award criteria, each tender that has passed the exclusion and selection stages.



A single Framework Service Contract will be concluded with the Tenderer ranked best as the result of the evaluation of admissible tenders.

3.1 Exclusion criteria

Participation in this tender is only open to tenderers (all entities involved, including sub-contractors) who will be able to sign the Declaration of Honour (Annex I.D). Failure to do so will lead to exclusion from the procurement process.

3.2 Selection criteria

To be assessed in selection stage, the Tenderer must have passed the exclusion stage described above.

Tenderers must have the legal, economic and financial capacity as well as the technical and professional capacity to perform the tasks required in this call for tender.

3.2.1 Legal capacity for Lot 1 and 2

Requirement

Tenderers (including all consortium members and any proposed sub-contractors) are asked to prove that they are authorised to perform the contract under the national law as evidenced by inclusion in a trade or professional register, or a sworn declaration or certificate, membership of a specific organisation, express authorisation or entry in the VAT register.

Evidence required

Tenderers (including all consortium members and any proposed sub-contractors) shall provide a duly filled in and signed Legal Identification Form (see Annex I.B). In case of award of contract, the tenderer shall further provide upon request and within the time limit set by the contracting authority the documents requested in said Annex.

Where a tenderer has already signed another contract with the GSA, he may provide instead of the legal entity file and its supporting documents a copy of the legal entity file provided on that occasion, unless a change in his legal status occurred in the meantime or the legal entity file or its supporting documents are older than one year.

3.2.2 Economic and financial capacity criteria for Lot 1 and 2

Each Tenderer (incl. all legal entities belonging to a consortium) shall demonstrate the financial and economic capacities required for performance of the Contract pertaining to each Lot he submits a tender for.

Financial and economic capacities shall be demonstrated by duly filling in the table in **Annex I.E – the Financial and Economic Capacity Overview Form** – of this document.



3.2.2.1 Minimum requirement for Lot 1:

The tenderer (all members of consortium cumulatively, excluding subcontractors) is expected to prove minimum general turnover of

- (F1) EUR 40,000 (forty thousand euro) per year

of which a minimum of EUR 20,000 (twenty thousand euro) per year shall be in areas for provision of services similar to those subject to the Contract.

3.2.2.2 Minimum requirement for Lot 2:

The tenderer (all members of consortium cumulatively, excluding subcontractors) is expected to prove minimum general turnover of

- (F2) EUR 14,000 (fourteen thousand euro) per year

of which a minimum of EUR 7,000 (seven thousand euro) per year shall be in areas for provision of services similar to those subject to the Contract.

3.2.3 Technical and professional capacity criteria for Lot 1 and 2

The following criteria shall be fulfilled by each tenderer for the two lots as indicated for evaluating his/her technical and professional capacity for performance of the Contract:

Ref. #	Technical and professional capacity criterion	To be evidenced by	Required for	
			Lot 1	Lot 2
S1	The tenderer must have at least 3 years recent experience (gained in the past 5 years) providing similar services to those subject to the Contract and described in these Tender Specifications for private/public organisations, in particular those operating in an international/multi-cultural environment pertaining to the Lot(s) for which he submits a tender.	List and description of similar services/contracts performed during the last 5 years for each Lot for which the tenderer submits an offer by completing the table and providing the information requested in Annex I.K.1 or 2 – Reference Projects (Cover Sheet) depending on the Lot. Please note: The Agency reserves the right to verify any of the information provided, therefore the Agency may elect to contact any of the presented organisations/companies for reference. With provision of the requested information the tenderer's permission is assumed granted unless otherwise specified in the offer.	☐ ✓	✓☐



Ref. #	Technical and professional capacity criterion	To be evidenced by	Required for	
			Lot 1	Lot 2
		Professional capacity of individual staff will be requested separately below.		
S2	The tenderer must have a suitable organisational structure in order to be able to manage the services of the Lot described in these Tender Specifications.	<p>Presentation of the tenderer's internal organisational structure including but not limited to practice opening times, composition of the medical team, description of the employment status (i.e. full time, part time, freelance etc.) of personnel (i.e. medical, paramedical/auxiliary/nurse and administrative staff) and any other any other information the tenderer considers helpful as proof of the required organizational structure.</p> <p>Information shall be submitted using Annex I.I.1 or 2 – Internal Organisational Structure (Cover Sheet)</p>	<p>?</p> <p>✓</p>	<p>✓?</p>
S3	<p>The tenderer must have at its disposal all technical infrastructure and equipment and any other means required for performing the services under the respective Lots.</p> <p>-</p>	<p>Brief description of the technical infrastructure and equipment and any other means required for performing the services under the respective Lots at the tenderer's disposal.</p> <p>Written declaration by the tenderer that he has all technical infrastructure and equipment and any other means for performance of the services under the respective Lot at its disposal, undersigned by the duly authorised tenderer's representative submitted using Annex I.J.1 or 2 – Technical Infrastructure and Equipment (Cover Sheet)</p>	<p>?</p> <p>✓</p>	<p>✓?</p>
S4	The tenderer's premises for performance of the services to the staff member/candidate in person under the Contract have	Brief description of the location of the tenderer's premises and parking facilities available.	<p>?</p> <p>✓</p>	<p>✓?</p>



Ref. #	Technical and professional capacity criterion	To be evidenced by	Required for	
			Lot 1	Lot 2
	<p>to be located within Prague, the Czech Republic. There must also be suitable (public) parking facilities at these premises or in the immediate vicinity.</p> <p>If certain services applied to the staff member/candidate in person need to be performed at a different location (e.g. in the case of sub- contracting) it should be reachable from the main location within a reasonably short walking distance or short transfer by public transport.</p>	<p>Information shall be submitted using Annex I.H.1 or 2 Location of Premises (Cover Sheet).</p> <p>Please note: For tenderers who have passed the exclusion criteria and the selection criteria according to the information provided on paper, the GSA reserves the right to visit the tenderer's premises for verification of the information submitted for this criterion. Visits will follow at a coordinated appointment for which the tenderer in question shall provide a suitable date which shall be no later than five working days after having received the GSA's request.</p>		
S5	<p>The tenderer has to have access to competent and experienced staff to implement the Contract regarding the services for each Lot for which he submits a tender:</p> <ul style="list-style-type: none"> - All personnel planned to be involved in the delivery of services (i.e. administrative, nurses, doctors, psychologists (only lot 3) etc.) must have a very good level of English and Czech language competency – at least C1 according to Europass CV Classifications. - The administrative and paramedical/ auxiliary- 	<p>Presentation of all personnel involved in the implementation of the service subject to each Lot for which the Tenderer submits an offer through submission of detailed Curriculum Vitae in the English language using the Europass CV template (templates may be downloaded under http://europass.cedefop.europa.eu/en/documents/curriculum-vitae/templates-instructions) as well as any other supporting documentation (such as diplomas, languages certificates etc.) as found necessary.</p> <p>Please Note: For clear structuring, the tenderers shall use the Annex I.L.1 or 2 – CVs (Cover Sheet) in their respective versions for each different Lot (indicated in the pdf-file name).</p> <p>Additional licenses and/or degrees required for the performance of services for the dif-</p>	<p>?</p> <p>✓</p>	<p>✓?</p>



Ref. #	Technical and professional capacity criterion	To be evidenced by	Required for	
			Lot 1	Lot 2
	<p>ry/nurse staff presented must have the appropriate educational training/qualifications and work experience pertaining to the relevant Lot.</p> <ul style="list-style-type: none"> - Provision of a male and female practitioners depending on individual staff's choice. - Possibility to accommodate the expected growth of the Agency's staff in the coming years. 	<p>ferent lots are requested separately under reference # 9 to 13 of this table.</p>		
S6	<p>The Tenderer shall fulfil all legal requirements and responsibilities for provision of medical services in the Czech Republic, including that of the medical deontology required by applicable law for each of the Lots the tenderer submits an offer.</p>	<p>Presentation of certificates, licences, authorisations, proof of registration and/or any other relevant documentation proving that the tenderer fulfils all of the requirements pertaining to the services to be provided for the Lot(s) for which the tenderer submits an offer.</p> <p>Insurances are requested separately below.</p> <p>Information shall be submitted using Annex I.M.1 or 2 – Licenses (Cover Sheet).</p>	<p>?</p> ✓	<p>✓?</p>
S7	<p>The Tenderer's staff for performance of the Contract must be covered by the legally required insurance(s) against professional risk liability for each of the services pertaining to the Lot for which the tenderer submits an offer.</p>	<p>Presentation of copies of insurance certificates covering all services subject to the Lot(s) for which the tenderer submits an offer.</p> <p>Information shall be submitted using Annex I.N.1 or 2 – Professional Liability Insurance (Cover Sheet).</p>	<p>?</p> ✓	<p>✓?</p>



Ref. #	Technical and professional capacity criterion	To be evidenced by	Required for	
			Lot 1	Lot 2
S8	The Tenderer shall comply with the data protection requirements as laid down in the Data Protection Compliance Declaration.	Submission of a signed data protection compliance declaration certificate for each of the Lot(s) for which the tenderer submits an offer (ref. Annex I.O.1 or 2 – Data Protection Compliance Declaration).	☐ ✓	✓☐
S9	Any person performing medical services under the Contract shall have the degree and/or license required under the law of the Czech Republic to perform the respective service.	Submission of official documentation for each person meant to perform services under the Contract certifying the degree and/or license required by law to perform the services. Information shall be submitted attached to the respective person's CV requested under reference S5 above.	☐ ✓	☐ ✓
S10	Any person performing services requiring the qualification of a medical doctor obtained through a university degree shall be registered as general practitioner or medical specialist in occupational health with authorising to practice in the Czech Republic.	Submission of official documentation certifying the university degree in medicine and the qualification as general practitioner or medical specialist in occupational health. The documentation has to be submitted for all medical doctors included in the tender for performing medical services under the Contract. Information shall be submitted attached to the respective person's CV requested under reference S5 above.	☐ ✓	✓☐
S11	Any person under reference S10 above shall have at least 3 years of professional experience as general practitioner and/or medical specialist in occupational health from the date of qualification.	Personal signed declaration by each medical doctor appointed to work for the tenderer under the Contract, certifying the required minimum years of professional experience as general practitioner and/or medical specialist in occupational health since registration. Information shall be submitted attached to the respective person's CV requested under	☐ ✓	✓☐



Ref. #	Technical and professional capacity criterion	To be evidenced by	Required for	
			Lot 1	Lot 2
		reference S5 above.		
S12	Any person performing psychological counselling and advice for Lot 2 shall have a university degree in psychology , minimum level „Master of Science (Psychology)“ or higher - or equivalent qualification - recognised in one of the EU member states.	Submission of official documentation certifying the requested university degree. The documentation has to be submitted for all professionals included in the tender to work for the tenderer as psychological counsellors under the contract. Information shall be submitted attached to the respective person's CV requested under reference S5 above	-	<input checked="" type="checkbox"/>
S13	Any person performing psychological counselling and advice for Lot 2 shall have at least 3 years of professional experience as psychological advisor/counsellor in the field of industrial and organizational psychology, occupational, or work psychology or equivalent covering all relevant Lot 2 activities.	Personal signed declaration by each professional appointed to work for the tenderer under the Contract as psychological counsellor, certifying the required minimum years of professional experience as psychological counsellors in the field of industrial and organizational psychology, occupational, or work psychology or equivalent covering all relevant Lot 2 activities. Information shall be submitted attached to the respective person's CV requested under reference S5 above	-	<input checked="" type="checkbox"/>

Please note that further documents may be requested at a later stage for the purpose of providing evidence of compliance with the Agency's requirements.

NOTE: An economic operator may, where appropriate and for a particular Contract, rely on the capacities of other entities, regardless of the legal nature of the links which he has with them. It must in that case prove to the Contracting Authority that he will have at his disposal the resources necessary for performance of the Contract, by producing a **Subcontractor Declaration of Intent** (in the form provided in **Annex I.G.1 or 2 - Template**) on the part of those entities to place those resources at its disposal. Ensure that the Lot for which the support will be provided is clearly indicated in the Declaration.



3.3 Award criteria – Lot 1 and 2

To be assessed in the award stage, the Tenderer must have passed the selection stage described above.

The assessment of the tenders in award stage is carried out against the Technical and the Financial Evaluation Criteria set out below.

The criteria apply to the two Lots accordingly. The criteria are evaluated for each Lot separately. The tenderer shall take care to submit the required information in the envelope(s) submitted for the tender for each Lot.

3.3.1 Qualitative Award Criteria - Lot 1 and 2

The quality of technical offers for **each Lot** reaching this stage will be **separately** evaluated in accordance with the award criteria per Lot in the following evaluation grids.

3.3.1.1 Qualitative Award Criteria - Lot 1

Each task to be performed under Lot 1 shall be evaluated in view of task **organisation** with focus on effectiveness and efficiency. In addition, the **overall quality** is evaluated for Lot 1.

The input to the tables shall be submitted with **Annex I.P.1 – Organisation of Work**.

Ref. Nr.	Criteria – Lot 1 – Task 1 (1.1)	Scoring method	MAX POINTS (p)	Tenderer input	Tenderer score
1.1	Organisation of the work for Task 1				
1.1.1	Task 1 – pre-recruitment examinations: Lead time (working days) required for fixing appointments (less=better)	2 p/day less than 11 work days (0 p)	20	Provide under Annex I.P.1	
1.1.2	Task 1 – pre-recruitment examinations: Number of staff that may undergo pre-recruitment on the same day. (more=better)	1 p/staff	10	Provide under Annex I.P.1	
1.1.3	Task 1 – pre-recruitment examinations: Number of working days until provision of results of aptitude per staff from the date of the examination to the Agency. (less=better)	3 p/day less than 8 work days (0 p)	21	Provide under Annex I.P.1	
1.1.4	Task 1 – pre-recruitment examinations: Number of working days for provision of full documentation on tests and exams on a candidate from	1 p/day less than 11 work	10	Provide under Annex I.P.1	



	the date of examination (fully compliant with legal requirements; to be attached to Medical File). (less=better)	days (0 p)			
	TOTAL		61		

Ref. Nr.	Criteria – Lot 1 – Task 2 (1.2)	Scoring method	MAX POINTS (p)	Tenderer input	Tenderer score
1.2	Organisation of the work for Task 2				
1.2.1	Task 2 – annual medical check-up: Number of days offered per quarterly appointment schedule/plan for examination for staff to choose from. (more=better)	½ p/day	18	Provide under Annex I.P.1	
1.2.2	Task 2 – annual medical check-up: Percentage of morning sessions for performance of examinations offered fix per quarterly appointment schedule. (more=better)	1p/20%	5	Provide under Annex I.P.1	
1.2.3	Task 2 – annual medical check-up: Lead time (calendar days) before provision of each follow-up quarterly appointment schedule. (more=better)	1p/day	30	Provide under Annex I.P.1	
1.2.4	Task 2 – annual medical check-up: Number of working days until provision of attendance form in case of no recommendation of accommodation per staff to the Agency from the date of the examination. (less=better)	1 p/day less than 11 work days (0 p)	10	Provide under Annex I.P.1	
1.2.5	Task 2 – annual medical check-up: Number of working days until provision of attendance form in case of recommendation of accommodation per staff to the Agency from the date of the examination. (less=better)	2 p/day less than 11 work days (0 p)	20	Provide under Annex I.P.1	
1.2.6	Task 2 – annual medical check-up: Number of working days for provision of full documentation on tests and exams on a candidate to the staff member from the date of examination. (less=better)	1 p/day less than 11 work days (0 p)	10	Provide under Annex I.P.1	
	TOTAL (Organisation Score)		93		



Ref. Nr.	Criteria – Lot 1 – Task 3 (1.3)	Scoring method	MAX POINTS (p)	Tender-er input	Ten-derer score
1.3	Organisation of the work for Task 3				
1.3.1	Task 3 – Seasonal influenza vaccination: Number of working days required to prepare for providing influenza vaccination of 100 staff at the GSA premises from the day notice. (less=better)	1 p/day less than 21 work days (0 p)	20	Provide under Annex I.P.1	
1.3.2	Task 3 – Seasonal influenza vaccination: Number of working days to perform a vaccination of 100 staff once the vaccine is available. (less=better)	½ p/day less than 21 work days (0 p)	10	Provide under Annex I.P.1	
	TOTAL (Organisation Score)		30		

Please note: No technical evaluation criteria have been assigned for Lot 1 – Task 4 as the service thereunder merely requires the attendance and active participation to the mentioned meetings. This merely concerns the tenderers technical/professional capacity, already subject to the selection phase. However, the tenderer has to **explicitly include the provision of Task 4 services into its offer by providing quotations on prices in Annex I.S.1 – Lot 1 Price Tables (excel tables)** related to Task 4. Otherwise the offer will be **incomplete and subject to rejection**.

Ref. Nr.	Criteria – Lot 1 – Task 5 (1.5)	Scoring method	MAX POINTS (p)	Tender-er input	Ten-derer score
1.5	Organisation of the work for Task 5				
1.5.1	Task 5 – Granting access to Medical Files: Lead time (working days) required for granting access (less=better)	0,5 p/day less than 5 work days (0 p)	2	Provide under Annex I.P.1	
1.5.2	Task 5 – Submission of Medical Files: Lead time (working days) required for submission (less=better)	1 p/day less than 5 work days (0 p)	4	Provide under Annex I.P.1	
	TOTAL (Organisation Score)		6		

Ref. Nr.	Criteria – Lot 1 – Task 6 (1.6)	Scoring method	MAX POINTS	Tender-er input	Ten-derer
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			(p)		score
1.6	Organisation of the work for Task 6				
	Task 6 – Submission of Medical Files: Lead time (working days) required for submission (less=better)	2 p/day less than 5 work days (0 p)	8	Provide under Annex I.P.1	
	TOTAL (Organisation Score)		8		

The highest possible **Overall Organisation Score** of **all Tasks** adds up to **198 points**. For arriving at each **Tenderer's Technical Score** each Tenderer's Overall Organisation Score is computed as follows:

Final Tenderer's Overall Organisation Score = (Tenderer's Overall Organisation Score/198)/2

The input to the table shall be submitted with **Annex I.Q.1 - Overall Quality Criteria**.

Ref. Nr.	Overall Quality of the services for Lot 1	Scoring method	MAX POINTS (p)	Ten- derer input	Ten- derer score
1.Q.1	Description of overall quality management systems in place and effectiveness/relevance for the services.	Overall Input Evaluation	35	Provide under Annex I.Q.1	
1.Q.2	Description of regular staff training programmes in place for medical doctors and effectiveness/relevance for the services.	Overall Input Evaluation	35	Provide under Annex I.Q.1	
1.Q.3	Description of regular staff training programmes in place for nurses involved and effectiveness/relevance for the services.	Overall Input Evaluation	10	Provide under Annex I.Q.1	
1.Q.4	Description of regular staff training programmes in place for administrative staff involved and effectiveness/relevance for the services.	Overall Input Evaluation	10	Provide under Annex I.Q.1	
1.Q.5	Description on how the tenderer will ensure continuous service availability throughout the year, including in case of requirement to replace personnel assigned to the Contract.	Overall Input Evaluation	10	Provide under Annex I.Q.1	



1.Q.6	Description on how the tenderer will store medical files for compliance with the Data Protection Regulation (EC) No 45/2011.	Overall Input Evaluation	20	Provide under Annex I.Q.1	
1.Q.7	Description on how the tenderer will handle requests to copy and transfer original medical files in strict compliance with the applicable data protection requirements.	Overall Input Evaluation	20	Provide under Annex I.Q.1	
TOTAL – Overall Quality Score (Lot 1)			140		

The highest possible **Overall Quality Score** is **140 points**. For arriving at each **Tenderer's Technical Score** each Tenderer's Overall Quality Score is computed as follows:

Final Tenderer's Overall Quality Score = (Tenderer's Overall Quality Score/140)/2

Each **Tenderer's Technical Score** is calculated as follows:

Tenderer's Technical Score= (Final Tenderer's Overall Quality Score + Final Tenderer's Overall Organisation Score)*100

3.3.1.2 Qualitative Award Criteria - Lot 2

Each task to be performed under Lot 2 shall be evaluated in view of task **organisation** with focus on effectiveness and efficiency. In addition, the **overall quality** is evaluated for Lot 2.

The input to the tables shall be submitted with **Annex I.P.2 – Organisation of Work**.

Ref. Nr.	Criteria – Lot 2 – Task 1 (2.1)	Scoring method	MAX POINTS (p)	Tender- input	Tender score
2.1	Organisation of the work for Task 1				
2.1.1	Task 1 – examinations: Lead time (working days) required for fixing appointments (less=better)	4 p/day less than 6 work days (0 p)	20	Provide under Annex I.P.2	
2.1.2	Task 1 – medical advice: Lead time (working days) required for medical advice based on medical files (less=better)	4 p/day less than 6 work days (0 p)	20	Provide under Annex I.P.2	
TOTAL			40		



Ref. Nr.	Criteria – Lot 2 – Task 2 (2.2)	Scoring method	MAX POINTS (p)	Tender- er input	Ten- derer score
2.2	Organisation of the work for Task 2				
2.2.1	Task 2 – examinations: Lead time (working days) required for fixing appointments (less=better)	4 p/day less than 6 work days (0 p)	20	Provide under Annex I.P.2	
2.2.2	Task 2 – medical advice: Lead time (working days) required for medical advice based on medical files (less=better)	4 p/day less than 6 work days (0 p)	20	Provide under Annex I.P.2	
	TOTAL		40		

Ref. Nr.	Criteria – Lot 2 – Task 3 (2.3)	Scoring method	MAX POINTS (p)	Tender- er input	Ten- derer score
2.3	Organisation of the work for Task 3				
2.3.1	Task 3 – medical report: Number of working days until provision of Medical report to the Medical Centre and staff member from the date of an examination. (less=better)	5 p/day less than 7 work days (0 p)	30	Provide under Annex I.P.2	
2.3.2	Task 3 – medical certificate: Number of working days until provision of medical certificate to the Agency from the date of an examination. (less=better)	8 p/day less than 7 work days (0 p)	48	Provide under Annex I.P.2	
	TOTAL		78		

The highest possible **Overall Organisation Score** of **all Tasks** adds up to **158 points**. For arriving at each **Tenderer's Technical Score** each Tenderer's Overall Organisation Score is computed as follows:

Final Tenderer's Overall Organisation Score = (Tenderer's Overall Organisation Score/158)/2

The input to the table shall be submitted with **Annex I.Q.2 - Overall Quality Criteria**.



Ref. Nr.	Overall Quality of the services for Lot 2	Scoring method	MAX POINTS (p)	Tenderer input	Tenderer score
2.Q.1	Overall quality of management systems in place and effectiveness/relevance for the services.	Overall Input Evaluation	20	Provide under Annex I.Q.2	
2.Q.2	Quality of regular staff training programmes in place for medical doctors and psychologists and effectiveness/relevance for the services.	Overall Input Evaluation	20	Provide under Annex I.Q.2	
2.Q.3	Quality of regular staff training programmes in place for nurses involved and effectiveness/relevance for the services.	Overall Input Evaluation	5	Provide under Annex I.Q.2	
2.Q.4	Quality of regular staff training programmes in place for administrative staff involved and effectiveness/relevance for the services.	Overall Input Evaluation	5	Provide under Annex I.Q.2	
2.Q.5	Quality of tenderer's approach on how it will ensure continuous and short notice (2 work days) availability on regular work days and how he will handle needs to replace personnel assigned to the tasks and ensuring quick continuation of services.	Overall Input Evaluation	5	Provide under Annex I.Q.2	
2.Q.6	Quality of methodology of how the tenderer will handle the preparation and administration of medical reports including the average time frame of completion of reports, always observing applicable data protection requirements.	Overall Input Evaluation	10	Provide under Annex I.Q.2	
2.Q.7	Quality of control measures on storage of medical files for compliance with the Data Protection Regulation (EC) No 45/2011.	Overall Input Evaluation	10	Provide under Annex I.Q.2	
2.Q.8	Quality of methodology of how the tenderer will handle requests to copy and transfer original medical files in strict compliance with the applicable data protection requirements.	Overall Input Evaluation	10	Provide under Annex I.Q.2	
2.Q.9	Quality of organisation on how the tenderer will provide health and psychological advice for to GSA management on individual staff in the areas explicitly described under Task 4 of Lot 2.	Overall Input Evaluation	10	Provide under Annex I.Q.2	
2.Q.10	Quality of proposal of tenderer will provide a one	Overall Input	5	Provide	



	day awareness session for staff in the areas explicitly described under Task 5 of Lot 2.	Evaluation		under Annex I.Q.2	
	TOTAL		100		

The highest possible **Overall Quality Score** is **100 points**. For arriving at each **Tenderer's Technical Score** each Tenderer's Overall Quality Score is computed as follows:

Final Tenderer's Overall Quality Score = (Tenderer's Overall Quality Score/100)/2

Each **Tenderer's Technical Score** is calculated as follows:

Tenderer's Technical Score= (Final Tenderer's Overall Quality Score + Final Tenderer's Overall Organisation Score)*100

3.3.2 Financial Award Criteria

The total reference price of the tender will be calculated on the basis of the Price Tables (**Annex I.S.1, and 2** - excel tables - to this document).

All tables in each Annex I.S.1, and 2 - excel tables - are to be filled in full, stamped, dated and signed where indicated.

NOTE: No article is to be omitted or added to the Price Tables by the tenderer. Omissions will result in an incomplete tender and exclusion from the tender process.

The price quotes given are **binding** for the tenderer of each Lot for the entire duration of the respective Framework Service Contract.

On the basis of the information submitted in the Price Table a financial score will be calculated for each Lot separately described as follows for each Lot.

3.3.2.1 Financial Award Criteria for LOT 1 – Medical Service Centre

Prices submitted in the Price Tables will be weighted as follows for consideration in the financial score:

Ref.:	Name	Description	Weighing
A	Task 1	Pre-recruitment Medical Examination Programme	25
B	Task 2 – P1	Annual Medical Check-Up Examination Programme Nr 1	35



	Task 2 – P2	Annual Medical Check-Up Examination Programme Nr 2	annual medical check-up examination programmes 1-4: (Task 2-P1 + (Task 2-P2+ (Task 2-P3+ (Task 2-P4)/4	
	Task 2 – P3	Annual Medical Check-Up Examination Programme Nr 3		
	Task 2 – P4	Annual Medical Check-Up Examination Programme Nr 4		
C	Task 2 - PX	Annual Medical Check-Up Examination Programme – Additional Tests	Sum of all prices of the additional tests for the annual medical check-up examination programme	20
D	Task 3	Influenza Vaccination		10
E	Task 4	Average Hourly Rates /Fee for Medical File		5
F	Task 5	Staff's access to data		2
G	Task 6	Submission of Medical Files to Agency		3

Following the above described weighting, the financial score for each tender submitted for Lot will be calculated as follows:

Financial score for Tender X:

$$X = \frac{(25 \cdot A_{\min} + 35 \cdot B_{\min} + 20 \cdot C_{\min} + 10 \cdot D_{\min} + 5 \cdot E_{\min} + 2 \cdot F_{\min} + 3 \cdot G_{\min})}{(25 \cdot A_X + 35 \cdot B_X + 20 \cdot C_X + 10 \cdot D_X + 5 \cdot E_X + 2 \cdot F_X + 3 \cdot G_X)} \cdot 100$$

Where:

A_{min} = Cheapest price for A

A_x = Price for A from Tender X

B_{min} = Cheapest price for B

B_x = Price for B from Tender X

C_{min} = Cheapest price for C

C_x = Price for C from Tender X

D_{min} = Cheapest price for D

D_x = Price for D from Tender X

E_{min} = Cheapest price for E

E_x = Price for E from Tender X

F_{min} = Cheapest price for F

F_x = Price for F from Tender X

G_{min} = Cheapest price for E

G_x = Price for G from Tender X



3.3.2.2 Financial Evaluation Criteria for LOT 2 – Medical Advisor

Prices submitted in the Price Tables will be weighted as follows for consideration in the financial score:

Ref.	Hourly rates for medical advice, examination of staff members or their medical files and preparation and participation at meetings	Weighting
A	Tasks 1, 2, 3, and 4 - Hourly rate per Medical Advisor (medical doctor).	40
Nr.	Fees for administrative tasks	
B	Task 3 - Fee for preparation and administration of medical reports per one GSA staff following medical examinations that may be requested under Task 1 and 2.	10
C	Task 4 - Hourly rate for the Psychologist for services under Task 4	35
D	Task 5 - Daily rate for awareness sessions for up to 20 persons in the area of services under Task 5 (including preparation of training course and support documentation for participants)	15

Following the above described weighting, the financial score for each tender submitted for Lot will be calculated as follows:

Financial score for Tender X:

$$X = [(40 \cdot A_{\min} + 10 \cdot B_{\min} + 35 \cdot C_{\min} + 15 \cdot D_{\min}) / (40 \cdot A_X + 10 \cdot B_X + 35 \cdot C_X + 15 \cdot D_X)] \cdot 100$$

Where:

A_{\min} = Cheapest price for A

A_X = Price for A from Tender X

B_{\min} = Cheapest price for B

B_X = Price for B from Tender X

C_{\min} = Cheapest price for C

C_X = Price for C from Tender X

D_{\min} = Cheapest price for D

D_X = Price for D from Tender X

3.3.2.3 Ranking of Tenderers and Final Evaluation for Lot 1 and 2.

The Framework Service Contracts for each Lot will be awarded to the tenderer having passed the selection stage and offering the best value for money per Lot, i.e. the highest score in the final evaluation to be determined as follows:

The most economically advantageous tender is established by weighing technical quality against price on a **70/30** basis.

The consolidated score for each tenderer will be calculated as follows:

$$\text{Consolidated score for Lot X} = (\text{Technical score Lot X} / 100) \cdot 0,7 + (\text{Financial score Lot X} / 100) \cdot 0,3$$



4 Conditions for submission of tenders

4.1 Disclaimers

- This invitation to tender is in no way binding on the GSA. The GSA's contractual obligation commences only upon signature of the contract with the successful tenderer. Up to the point of signature, the contracting authority may either abandon the procurement or cancel the award procedure, without the Tenderers being entitled to claim any compensation. This decision must be substantiated and the Tenderers notified.
- In drawing up the tender, tenderers should bear in mind the provisions of the Draft Framework Service Contract (Annex II.1 and 2), the draft Specific Contracts and Order Forms (see Annex III.1 and 2 to the Invitation to Tender).
- Submission of a tender implies acceptance of all the terms and conditions set out in Invitation to Tender, in the specifications and in the draft Framework Services Contract, the draft Specific Contracts, and the Order Forms, and, where appropriate, waiver of the tenderer's own general or specific terms and conditions. It is binding on the tenderer to whom the contract is awarded for the duration of the contract.

4.2 Visits to GSA premises or briefing

Visits to GSA's premises or briefings during the tendering process are not foreseen.

4.3 Variants

Variants are not permitted under this tender procedure therefore your tender should not deviate from the services requested.

4.4 Preparation costs of tenders

Costs incurred in preparing and submitting tenders are borne by the Tenderers and will not be reimbursed.

4.5 Content of the tender to be submitted

4.5.1 General

The tender must consist of:



- A.** The **Cover Letter**, dated and signed by the tenderer or by any other duly appointed representative, declaring acceptance of the conditions in this invitation to tender; the tenderer's undertaking to provide the services proposed in the tender and listing all the documentation included/enclosed in the tender. If the tender is presented by a consortium or group of service providers, it must be accompanied by a letter signed by each member undertaking to provide the services proposed in the tender and specifying each member's own role and qualifications
- B.** The **Administrative Files (incl. exclusion and selection criteria)**
- for a detailed list of required documents and input please refer to section 5 – List of Annexes – below.
- C.** The **Technical Offer**
- for a detailed list of required documents and input please refer to section 5 – List of Annexes – below.
- D.** The **Financial Offer**
- for a detailed list of required documents and input please refer to section 5 – List of Annexes – below.

NOTE: The tenderer shall not deviate from the text of Annexes provided as Template (ref. Indications).

In addition to the above, in general the tender must be:

- signed by the tenderer or his duly authorised representative;
- perfectly legible so that there can be no doubt as to words and figures;
- (if necessary) drawn up using the model reply forms in the specification;
- clear and concise, with continuous page numbering, and assembled in a coherent fashion (e.g. bound or stapled).

Since tenderers will be evaluated on the content of their submitted bids, they must make it clear that they are able to meet the requirements of the specifications.

The GSA reserves the right to request additional evidence in relation to the tender submitted for evaluation or verification purposes.

4.5.2 Technical Offer

For the technical offer the tenderer shall provide input as to his approach for performing the services required under the Framework Service Contract and its Specific Contracts and respective Order Forms as described in detail under section 3.3.1 on the Technical Evaluation Criteria for each Lot.



The technical proposal should contain all necessary information to allow evaluation of all the Technical Evaluation Criteria under section 3.3.1.

The information in the technical proposal must be consistent with the Tender Specifications and such technical proposal must be **signed** by the tenderer **where indicated**.

4.5.3 Financial offer

The financial offer must respect the following conditions:

4.5.3.1 Prices

The financial proposal must be presented in the respective Cover Sheet per Lot as provided in **Annex I.R.1, and 2 – Financial Offer** (Cover Sheet), followed by each price table in the format as provided in **Annex I.S.1, and 2 – Price Tables** (Excel Tables) which will constitute the prices applicable for the provision of services for the duration of the Contract.

A price shall be indicated for each service listed in the respective **Annex I.S.1, and 2** and must not amount to zero or be broken down further. Failure to provide prices in each category may constitute a formal error and result in invalidation of the offer.

Prices quoted must be fixed and are **not subject to revision**.

4.5.3.2 VAT exemption

As the GSA is exempt from all taxes and dues, including value added tax (VAT), pursuant to Articles 3 and 4 of the Protocol on the privileges and immunities of the European Communities, these must not be included in the price.

4.5.3.3 Currency and exchange rates

The price tendered must be all-inclusive and expressed in **Euro**, including for countries which are not part of the Euro zone. For tenderers in countries which do not belong to the Euro zone, the price quoted may not be revised in line with exchange rate movements. It is for the tenderer to select an exchange rate and assume the risks or the benefits deriving from any fluctuation.

4.5.3.4 Unit prices

The unit prices will be firm and will include all costs and expenses.

Cost and expenses are: effort for all the tasks (including drawing up quotations and reports) necessary for their performance, including all costs (management of the project, coordination, quality control, support resources, etc.), all overheads (management of the firm, secretarial services, social security, wages, etc.) necessary for the performance of the tasks described, incurred directly and indirectly by the Contractor in performance of the tasks that will be entrusted to him.



4.5.4 Presentation of the Tender

- It is strictly required that tenders be presented in the correct format and include all documents necessary to enable the GSA to assess them. Failure to respect these requirements will constitute a formal error and may result in the rejection of the tender.
- GSA retains ownership of all applications received under this procedure. Consequently tenderers shall have no right to have their tenders returned to them.

4.6 Submission

Tenders must be submitted in accordance with the **double envelope system**:

The **outer envelope** or parcel should be sealed with adhesive tape, signed across the seal and carry the following information:

- ☐ the ref. number of the invitation to tender **GSA/OP/02/14**
- ☐ the project title **“Provision of Medical Services to the GSA”**
- ☐ the name of the Tenderer
- ☐ the indication **“Tender - Not to be opened by the internal mail service”**
- ☐ the address for submission of tenders (*as indicated in the letter of invitation to tender*)
- ☐ the date of posting (*if applicable*) should be legible on the outer envelope

The outer envelope must contain a separate inner **envelope containing the tender clearly marked in sections and separated according to the content** required under section 4.6.1 of this Annex I.

Each content shall be submitted as signed **“ORIGINAL”** and **“COPY”**, **each clearly marked accordingly**.

Tenders should be drafted in one of the official languages of the European Union, **preferably English**.

It is strictly required that tenders be presented in the correct format and include all documents necessary to enable the evaluation committee to assess them. Failure to respect these requirements will constitute a formal error and may result in the rejection of the tender.

4.7 Opening of the Tenders

Tenders will be opened at 11.00 a.m. on date indicated in section 1.2 above at the following location:



Office address:

European GNSS Agency

Janovského 438/2

170 00 Prague 7 – Holesovice

An **authorised representative** of each tenderer may attend the opening of the tenders. Companies wishing to attend are requested to notify their intention by sending an e-mail at least 48 hours in advance to tenders@gsa.europa.eu. This notification must be signed by an authorised officer of the tenderer and specify the name of the person who will attend the opening of the tenders on the tenderer's behalf.

4.8 Period of validity of the tenders

Period of validity of the tenders, during which tenderers may not modify the terms of their tenders in any respect: six (6) months from the closing date for the reception of the tenders.

4.9 Further information

Contacts between the contracting authority and Tenderers are prohibited throughout the procedure save in exceptional circumstances and under the following conditions only:

Before the final date for submission of Tenders:

- At the request of the tenderer, the contracting authority may provide additional information solely for the purpose of clarifying the nature of the contract.
- Any requests for additional information must be made in writing only to tenders@gsa.europa.eu. The subject line of the e-mail has to quote the reference of the procurement procedure.
- Requests for additional information received after deadline specified in section 1.2 will not be processed (*for practical reasons*).
- The GSA may, on its own initiative, inform interested parties of any error, inaccuracy, omission or any other clerical error in the text of the call for tenders.

After the opening of tenders:



- If, after the tenders have been opened, some clarification is required in connection with a tender, or if obvious clerical errors in the submitted tender must be corrected, the GSA may contact the tenderer, although such contact may not lead to any alteration of the terms of the submitted tender.

4.10 Information for Tenderers

The GSA will inform tenderers of decisions reached concerning the award of the contract in due course, including the grounds for any decision not to award a contract or to recommence the procedure.

If a written request is received, the GSA will inform all rejected tenderers of the reasons for their rejection and all tenderers submitting an admissible tender of the characteristics and relative advantages of the selected tender and the name of the successful tenderer.

However, certain information may be withheld where its release would impede law enforcement or otherwise be contrary to the public interest, or would prejudice the legitimate commercial interests of economic operators, public or private, or might prejudice fair competition between them.

4.11 Data protection

4.11.1 Data protection specific to the tender process

Processing your reply to the invitation to tender will involve the recording and processing of personal data (such as your name, address and CV). Such data will be processed pursuant to Regulation (EC) No 45/2001 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. Unless indicated otherwise, your replies to the questions and any personal data requested are required to evaluate your tender in accordance with the specifications of the invitation to tender and will be processed solely for that purpose by the GSA. You are entitled to obtain access to your personal data on request and to rectify any such data that is inaccurate or incomplete. If you have any queries concerning the processing of your personal data, you may address them to the GSA. You have the right of recourse at any time to the European Data Protection Supervisor for matters relating to the processing of your personal data.

You are informed that for the purposes of safeguarding the financial interest of the Communities, your personal data may be transferred to internal audit services, to the European Court of Auditors, to the Financial Irregularities Panel and/or to the European Anti-Fraud Office (OLAF).

Data of economic operators which are in one of the situations referred to in Articles 93, 94, 96(1)(b) and 96(2)(a) of the Financial Regulation⁵ may be included in a central database and communicated to

⁵ Council Regulation (EC, Euratom) No 1605/2002 of 25 June 2002 (OJ L 248 of 16.09.2002), as amended by Council Regulation (EC, Euratom) No 1995/2006 of 13 December 2006 (OJ L 390 of 30.12.2006)



the designated persons of the European Commission, other institutions, agencies, authorities and bodies mentioned in Article 95(1) and (2) of the Financial Regulation. This refers as well to the persons with powers of representation, decision making or control over the said economic operators. Any party entered into the database has the right to be informed of the data concerning it, up on request to the accounting officer of the European Commission.

4.11.2 Data protection specific to the provision of services under the Contracts

The GSA is subject to 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. With regard to the application of this Regulation, the following shall be noted:

Pursuant to Article 23 of the Regulation, the selected Contractor(s) shall be considered as a processor of the GSA and any processing of personal data under the contract shall primarily fall under the Regulation with subsidiary application of national data protection law.

Pursuant to Article 23(2)(a) of the Regulation, the Contractor(s) shall act only on instructions from the GSA as data controller. The selected Contractor(s) shall respect the GSA's internal security policy and measures.

Health and medical data concern a special category of data in accordance with Article 10.3 of the Regulation.

Health and medical data processed in the implementation of the contract is confidential to the person examined, the contractor and other actors involved in the workflow defined by the GSA. This data can only be transferred to third parties according to specific instructions, therefore observing appropriate security safeguards to avoid unauthorised processing and disclosure. As a general principle, health data and medical information may be released only subject to prior written consent of the data subject concerned.

The Contractor(s) shall maintain strict confidentiality in oral and written communication regarding the medical analyses and examinations carried out, as well as the medical advice provided to the GSA staff.

The Contractor(s) shall respect the confidentiality of any GSA information that may be available to him/her in the course of his/her duties and undertake not to divulge such information to any third party.

The European Data Protection Supervisor has issued specific guidelines on the processing of health data in the workplace at EU institutions and bodies, the principles of which are fully applicable under the present contract; a Data Protection Officer (DPO) was appointed at the GSA to monitor compliance with data protection rules



5 List of Annexes

These Tender Specifications (Annex I to Invitation to Tender) have the following annexes either attached or to be down-loaded at the given web-address. The boxes (☐) indicate who shall submit the documents.

The Lists are separated into the two Lots. Tenderers are invited to merely refer to the Lots for which they wish to submit a tender:

Important: Documents have to be provided clearly separated for each lot, even if bidding for both.

5.1 Annexes – Lot 1

	Coordinat- tor/Group leader in con- sortium tender	In case of a consortium All partners in a consor- tium	Single or Main Con- tractor	Subcontractor
Administrative Files				
Annex I.A – Tenderer Identification Sheet	☐	☐	☐	☐
Annex I.B - Legal Identi- fication Form	☐	-	-	-
Annex I.C - Financial Identification Form	☐	-	☐	-
Annexes I.A to I.C. to be downloaded at http://www.gsa.europa.eu/gsa/procurement				
Annex I.D.1 - Declara- tion of Honour – Lot 1	☐	☐	☐	☐
Annex I.E.1 - Financial and Economic Capacity Overview Form	☐	☐	☐	-
Annex I.F.1 - Subcon- tracting Form (TEM- PLATE) - as DOC Lot 1	☐	-	☐	-



Annex I.G.1 - Subcontractor Declaration of Intent (TEMPLATE) - as DOC Lot 1	-	-	-	<input type="checkbox"/>
Annex I.H.1 Cover Sheet Location of Premises	<input type="checkbox"/>	-	<input type="checkbox"/>	-
Annex I.I.1 Cover Sheet Internal Organisational Structure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Annex I.J.1 Cover Sheet Technical Infrastructure and Equipment- Lot 1	<input type="checkbox"/>	-	<input type="checkbox"/>	<input type="checkbox"/>
Annex I.K.1 Cover Sheet Reference Projects	<input type="checkbox"/>	-	<input type="checkbox"/>	-
Annex I.L.1 Cover Sheet CVs	<input type="checkbox"/>	-	<input type="checkbox"/>	<input type="checkbox"/>
Annex I.M.1 Cover Sheet Licenses	<input type="checkbox"/>	-	<input type="checkbox"/>	<input type="checkbox"/>
Annex I.N.1 Cover Sheet Professional Liability Insurance	<input type="checkbox"/>	-	<input type="checkbox"/>	<input type="checkbox"/>
Annex I.O.1 Data Protection Compliance Declaration	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Technical Offer				
Annex I.P.1 Organisation of Work Lot 1 Tasks	<input type="checkbox"/>	-	<input type="checkbox"/>	-
Annex I.Q.1 Cover Sheet Overall Quality Criteria	<input type="checkbox"/>	-	<input type="checkbox"/>	-
Financial Offer				
Annex I.R.1 Financial Offer – Cover Sheet	<input type="checkbox"/>	-	<input type="checkbox"/>	-
Annex I.S.1 Price Tables	<input type="checkbox"/>	-	<input type="checkbox"/>	-
Additional Documents for Contract Implementation (For Info Only - DO NOT SEND BACK WITH TENDER)				
Annex I.T.1 Attendance Form				
Annex I.U.1 Pre-Recruitment Medical Questionnaire				
Annex I.V.1 Annual Examination Medical Questionnaire				



Annex I.W EC Guide to Missions

5.2 Annexes – Lot 2

	Coordinat- tor/Group leader in con- sortium tender	In case of a consortium All partners in a consor- tium	Single or Main Con- tractor	Subcontractor
Administrative Files				
Annex I.A – Tenderer Identification Sheet	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Annex I.B - Legal Identi- fication Form	<input type="checkbox"/>	-	-	-
Annex I.C - Financial Identification Form	<input type="checkbox"/>	-	<input type="checkbox"/>	-
Annexes I.A to I.C. to be downloaded at http://www.gsa.europa.eu/gsa/procurement				
Annex I.D.2 - Declara- tion of Honour – Lot 2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Annex I.E.2 - Financial and Economic Capacity Overview Form	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	-
Annex I.F.2 - Subcon- tracting Form (TEM- PLATE) - as DOC Lot 2	<input type="checkbox"/>	-	<input type="checkbox"/>	-
Annex I.G.2 - Subcon- tractor Declaration of Intent (TEMPLATE) - as DOC Lot 2	-	-	-	<input type="checkbox"/>
Annex I.H.2 Cover Sheet Location of Premises	<input type="checkbox"/>	-	<input type="checkbox"/>	-



Annex I.I.2 Cover Sheet Internal Organisational Structure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Annex I.J.2 Cover Sheet Technical Infrastructure and Equipment- Lot 2	<input type="checkbox"/>	-	<input type="checkbox"/>	<input type="checkbox"/>
Annex I.K.2 Cover Sheet Reference Projects	<input type="checkbox"/>	-	<input type="checkbox"/>	-
Annex I.L.2 Cover Sheet CVs	<input type="checkbox"/>	-	<input type="checkbox"/>	<input type="checkbox"/>
Annex I.M.2 Cover Sheet Licenses	<input type="checkbox"/>	-	<input type="checkbox"/>	<input type="checkbox"/>
Annex I.N.2 Cover Sheet Professional Liability Insurance	<input type="checkbox"/>	-	<input type="checkbox"/>	<input type="checkbox"/>
Annex I.O.2 Data Protec- tion Compliance Decla- ration	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Technical Offer				
Annex I.P.2 Organisation of Work Lot 2 Tasks	<input type="checkbox"/>	-	<input type="checkbox"/>	-
Annex I.Q.2 Cover Sheet Overall Quality Criteria	<input type="checkbox"/>	-	<input type="checkbox"/>	-
Financial Offer				
Annex I.R.2 Financial Offer – Cover Sheet	<input type="checkbox"/>	-	<input type="checkbox"/>	-
Annex I.S.2 Price Table	<input type="checkbox"/>	-	<input type="checkbox"/>	-
Additional Document for Contract Implementation (For Info Only - DO NOT SEND BACK WITH TENDER)				
Annex I.W EC Guide to Missions				

End of Document