

OPEN INVITATION TO TENDER

AO/DRS/GBACH/MedicalServices/003/22

‘Provision of medical services for Cedefop and ENISA’

Tender Specifications

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About Cedefop

Cedefop is one of the EU's decentralised agencies established in 1975 and governed by Regulation (EU) 2019/128 of the European Parliament and of the Council ⁽¹⁾.

Based in Greece since 1995, Cedefop supports the promotion, development and implementation of the Union policy in the field of vocational education and training (VET) as well as skills and qualifications policies by working together with the Commission, Member States and social partners. To this end, it enhances and disseminates knowledge, provides evidence and services for policy-making, including research-based conclusions, and facilitates knowledge sharing among and between EU and national actors.

In line with its vision and values set for 2020-22, Cedefop's strategic areas of operation are:

- a) **shaping VET and qualifications:** Improve overall transparency, relevance, quality and inclusiveness of VET by facilitating close interaction between IVET, CVET and general and higher education to serve the skills needs of all age groups at all levels; promoting structured lifelong and life-wide learning by strengthening institutional structures, ensuring content is continuously updated and reflected in qualifications and by inclusive governance. Focus will be put on VET's capacity to facilitate a fair transition to the green and digital economy;
- b) **valuing VET and skills:** Support lifelong learning by helping develop and implement VET and VET-related policies and measures that enable and support people to develop and fulfil their potential, acquire the skills they need to manage labour market and life transitions and contribute to economic growth and the well-being of society. It will focus on: a systematic and inclusive lifelong approach to VET based on strong partnerships with stakeholders and social partners; integrated and coordinated policies and structures supporting sustainable and high-quality learning and empowering individuals through lifelong guidance, validation, financing and other incentives; and teachers and trainers and VET provision development enabling lifelong learning for all
- c) **informing VET and skills policies:** Produce state-of-the-art and up-to-date evidence responding to stakeholders' needs to: capture labour market and skills trends and better understand the implications of wide-ranging changes in the worlds of education and work; inform VET and skills development policies which help individuals reach their potential via initial, up- and re-skilling; provide insight into how VET providers and employers can design more targeted training programmes; increase understanding on how Member States can manage just transitions in the next decade; and to help VET and skills policies address skill mismatches and promote better skills utilisation.

Further information about Cedefop is available on its [web portal](https://www.cedefop.europa.eu/en/about-cedefop/what-we-do/cedefop-regulation).

⁽¹⁾ <https://www.cedefop.europa.eu/en/about-cedefop/what-we-do/cedefop-regulation>

About ENISA

The European Union Agency for Cybersecurity (ENISA) was established by the European Parliament and the Council Regulation (EU) No 2019/881 of 17 April 2019 (OJ L 151/15, 07.06.2019). ENISA is actively contributing to European cybersecurity policy, in order to support Member States and European Union stakeholders to support a response to large-scale cyber incidents that take place across borders in cases where two or more EU Member States have been affected. This work also contributes to the proper functioning of the Digital Single Market. The Agency is located in Athens, Greece and has a second office in Heraklion, Greece.

Scope

The Agency shall assist the European Commission and EU Member States (EU MS), and in consequence cooperate with the business community, in order to help them to meet the requirements of network and information security, thereby ensuring the smooth functioning of the Internal Market. As described in ENISA regulation, one of the objectives of the agency is to assist the Union institutions, bodies, offices and agencies in developing policies in network and information security, so, including building expertise related to availability, authenticity, integrity and confidentiality of stored or transmitted data and the related services offered by or accessible via those networks and systems. For instance, the new ENISA regulation mentions the necessity to analyse current and emerging risks (and their components), stating: “the Agency, in cooperation with Member States and, as appropriate, with statistical bodies and others, collects relevant information”. In particular, under Art. 3, Tasks, d), iii), the new ENISA regulation states that ENISA should enable effective responses to information security risks and threats.

ENISA also supports the development and implementation of the European Union's policy and law on matters relating to network and information security (NIS) and assists Member States and European Union institutions, bodies and agencies in establishing and implementing vulnerability disclosure policies on a voluntary basis.

Since 2019, following the bringing into force of the Cybersecurity Act (Regulation 2019/881), ENISA has been tasked to prepare the ‘European cybersecurity certification schemes’ that serve as the basis for certification of products, processes and services that support the delivery of the Digital Single Market.

The European Cybersecurity Act introduces processes that support the cybersecurity certification of ICT products, processes and services. In particular, it establishes EU wide rules and European schemes for cybersecurity certification of such ICT products, processes and services.

Objectives

The Agency's objectives are as follows:

- The Agency shall enhance the capabilities of the cybersecurity community including EU Member States to prevent, to address, and to respond to cybersecurity issues and threats.
- The Agency shall provide assistance and deliver advice to the Commission and EU MS on issues related to cybersecurity falling within its competencies as set out in the Regulation.
- Building on national and EU efforts, the Agency shall develop a high level of expertise.
- The Agency shall use this expertise to stimulate broad cooperation between actors from the public and private sectors.
- The Agency shall assist the Commission, in the technical preparatory work for updating and developing EU legislation in the field of cybersecurity.

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

1. OVERVIEW OF THIS TENDER PROCEDURE

In submitting their tender in response to this tender procedure, the tenderers accept in full and without restriction the requirements of these Tender Specifications, and the Special and General conditions governing this contract as the sole basis of this tendering procedure, whatever their own conditions of sale and terms of business may be, which they hereby waive. No account can be taken of any reservation or disclaimer expressed in the tender as regards the tenderer's Tender Conditions and Specifications and the Contract's Special and General Conditions. If necessary, clarification may be requested by the potential tenderers concerned while the tender submission phase is open – see *point 3.1 of the Invitation to tender*. Any reservation or disclaimer may result in the rejection of the tender without further evaluation on the grounds that it does not comply with the conditions of the procurement documents.

Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this procurement documents. Failure to submit a Technical and a Financial Proposal containing all the required information and documentation may lead to the rejection of the tender.

1.1. Description and type of the contract

- a) *Title of the contract:* **Provision of medical services for Cedefop and ENISA**
- b) Short description of content of this contract: The current specifications and requirements constitute a call for tenders for the provision of medical services for the pre-recruitment and annual medical check-ups and a range of general, preventive and occupational medical services to Cedefop's and ENISA's current and future staff members, as outlined below under section 2.

Cedefop acts on its own behalf (for Lot 1) and on behalf of ENISA (for Lot 2).

For Lot 2, Cedefop shall sign the Framework Contract on behalf of ENISA, and ENISA shall execute the Contract by signing Order Forms/Specific Contracts directly with the Contractor and shall be directly responsible for the contractual and financial execution thereof.

- c) Type of contract: Framework Service Contract. This procedure will lead to the signature of two (2) framework contracts based on the draft models in Annex B.

The services will be provided following the signature of Order forms or Specific Contracts throughout the validity of the framework contracts. The number and content of Order Forms/Specific Contracts will depend on the needs of Cedefop and ENISA and more specifically:

- For **Cedefop (Lot 1)**, the services for the provision of the medical advisor will be ordered following the signature of order forms or specific contracts. The annual and pre-recruitment medical examinations will be ordered following signature of order forms/specific contracts but services will be provided only upon e-mail exchange between Cedefop and the contractor (more detailed information on the ordering process is described in par. 2.2.6 and 2.2.7).

The services will be provided depending on its needs as they emerge throughout the validity of the framework contract. The Contractor will invoice Cedefop on a monthly basis for the exact number of visits/tests that have actually taken place, in accordance with the relevant prices included in the Financial Offer of his tender.

- For **ENISA (Lot 2)**, all the required services (i.e medical advisor, annual and pre-recruitment medical examinations) will be ordered following the signature of order forms or specific contracts.

1.2. Place of delivery or performance

The tasks must be completed in the contractor's premises as follows:

- in Thessaloniki (GR) for Cedefop;
- in Athens (GR) and Heraklion - Crete (GR) for ENISA.

1.3. Division into lots

This tender procedure is divided into the following **two (2)** lots.

- **Lot 1:** Provision of medical services for Cedefop
- **Lot 2:** Provision of medical services for ENISA

Tenderers may submit tenders for one or more lots (for one lot only, or any combination of lots, or for all the lots). Please note that in the case where you tender for more than one lot, a separate tender must be made for each lot.

In the *e-submission application* ⁽²⁾ you will need to select the lot(/s) you are tendering for.

Each individual lot will be examined separately of any other lot and considered only in its entirety.

Tenderers may therefore not submit a tender that covers only part of a lot, or is declared as dependent, or being conditional, on the award of any other lot(s) included within the procurement procedure. Each lot will form a separate contract and the activities and/or quantities indicated for different lots will be indivisible. If the tenderer is awarded more than one lot, a single contract may be concluded covering all those lots.

1.4. Variants

Tenderers **may not** offer variant solutions to what is requested in the tender specifications. The agency will disregard any variants described in a tender and reserves the right to reject such tenders without further evaluation on the grounds that they do not comply with the tender specifications.

1.5. Value or quantity of purchase

The maximum budget for the required services described in this call for tenders is:

- **Lot 1: Provision of medical services for Cedefop**

Maximum budget: **EUR 300,000 (without VAT)** over a **4** years period

Lot 2: Provision of medical services, for ENISA

Maximum budget: **EUR 300,000 (without VAT)** over a **4** years period.

Tenderers should be aware that the information on volume is purely indicative, shall not be binding on the Agencies and should not be considered as a warranty as to the final value of the contract.

The sum of the amounts of the successive Order Forms / Specific Contracts that will be issued after the Framework Contract is signed may not reach the above-mentioned value. Both agencies will be contractually bound only by the amounts effectively entered in the successive signed Order Forms / Specific Contracts. The total value of the framework contract will ultimately depend on the orders which both agencies may place through Orders Forms / Specific Contracts.

² For more information please consult the e-Submission Quick Guide available at:

https://webgate.ec.europa.eu/digit/opsys/esubmission/assets/documents/manual/quickGuide_en.pdf

Specific contracts/Order forms shall be established on the basis of the unit prices indicated in the offer attached to the Framework Contract (Annex B). However, both agencies may request the contractor to propose supplementary services (Point 1.2 Annex 1 of the Financial Regulation³) of the same type as those listed in the offer attached to the Framework Contract (Annex B). The supplementary elements may not depart from the essential terms fixed in the framework contract and may be requested only if they are absolutely necessary for the execution of the request for services. Supplementary elements will be ordered on the basis of a quote provided by the contractor which shall require prior approval by Cedefop and/or ENISA.

Cedefop and ENISA reserve the right to consider conducting a 'Negotiated procedure without prior publication of a contract notice' with the existing contractor(s) in order to increase the maximum amount stated in the contract by up to 50%, in the case where unforeseen circumstances result in the global value of this contract being consumed faster than originally planned, and for cases under points 11.1(e) and (f) Annex 1 of the EU Financial Regulation (FR) .

1.6. Duration of the contract

The contract(s) shall enter into force on the date of signature of the last contracting party, shall have initial duration of one (1) year and will be automatically renewed up to three (3) times, each for an additional period of one (1) year, covering a total acquisition period of four (4) years (1+1+1+1)

1.7. Main terms of financing and payment

Lot 1:

Payments will be made monthly, **within (30) thirty days** of submission of invoices and their accompanying documents after the approval by Cedefop Project Manager and at the conditions set out below and in the draft framework contract (Annex B(a)).

The invoices shall indicate or be supported by a list of services the following information:

- type of the services provided clearly indicating the units and prices
- date of the performed services;

A list indicating the name(s) of the person(s) for which the services were provided, or non-show situation should be sent to Cedefop's contract manager. For more information please refer to point 2.5 below.

Lot 2:

Payments shall be carried out quarterly (in arrears) subject to prior approval of the report accompanying the invoices, listing the services rendered. The payment will be made within (30) thirty days from the date of approval of the report and the invoice. In order to be eligible, an invoice has to comply with the requirements mentioned in point 3.7 below. For further details please refer to the draft framework contract (Annex B(b)).

³ Regulation (EU, Euratom) 2018/1046 of the European Parliament and the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union. See: <https://eur-lex.europa.eu/legal-content/EN/ALL/?uri=CELEX%3A32018R1046>

2. TERMS OF REFERENCE -LOT 1

PROVISION OF MEDICAL SERVICES FOR CEDEFOP

2.1. Introduction and background information

Cedefop wishes to conclude a framework contract with a service provider able to offer a series of medical services, including preventive and occupational medical services for its staff members.

There are approximately 110 staff members working at Cedefop. This is an illustrative number and it may vary slightly over time due to departures and new staff arrivals, however it will stay below 120 for the duration of the contract. These staff members come from a wide range of European nationalities and have diverse professional and cultural backgrounds. The work-environment is a hybrid of office-based and teleworking from staff homes. Furthermore, staff members travel for business throughout Europe to meetings and conferences.

As an EU Agency, Cedefop is part of the family of decentralised Community bodies. It must comply with the requirements set out in the Staff Regulations of Officials of the European Union and the Conditions of Employment of other servants of the European Union related to staff health, such as the pre-recruitment health checks and annual medical examinations.

2.2. Legal basis

The purpose of the contract is defined in the legal provisions governing working conditions detailed in 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 referred to as 'Staff Regulations') Conditions of Employment applicable to Other Servants (hereinafter referred to as 'CEOS').⁴

Concerning the medical services, the relevant provisions are detailed in the following articles:

- for the pre-recruitment medical: Article 28(e) and 33 of the Staff Regulations and Articles 12 (2) (d), 13, 82 (3)(d) Conditions of Employment applicable to Other Servants⁴ of the European Community (CEOS) and
- for the annual medical examination: Article 59(6) applicable to the officials, temporary agents and contract agents of the agencies

Furthermore, the leave and sickness related matters for Cedefop staff are governed by:

- Article 59 of the SR and Articles 13, 16, 83, 91 of the (CEOS) and
- Cedefop Implementing Rules on absences as a result of sickness or accident as well as the Implementing Rules on leave

Accordingly, any services provided by the contractor under this framework contract shall be in line with the requirements of the Staff Regulations & CEOS as well as Cedefop's rules on absence. Following signature of the contract, Cedefop will provide the contractor with the relevant rules and regulations as well as more detailed information and explanation on the practical implementation of the rules.

⁴ <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A01962R0031-20220101>

The legal provisions connected to the processing of personal and medical data are the applicable provisions of the GDPR⁵, Regulation (EU) 2018/1725⁶ of the European Parliament and of the Council of 23 October 2018 and the Guidelines concerning the processing of health data in the workplace by Community institutions and bodies⁷. The contractor is obliged to comply with the legal provisions concerning the processing of personal and medical data while rendering the services.

2.2.1. Description of the work/tasks

The successful contractor must be able to carry out the tasks of:

- a) Pre-recruitment medical examinations and annual medical visits and check-ups;**
- b) Medical advisor services, offering a range of general, preventive and occupational medical services as outlined below:**
 - Individual consultations;
 - Validation of sickness leaves, special leaves and advice on medical part-time;
 - Perform pre-recruitment examinations of prospective new employees on their aptitude or non-aptitude for employment;
 - Carry-out medical check-ups every year offered to all staff members to detect or prevent any health issues and/or illness;
 - Carry-out preventive health testing/vaccination campaigns (e.g. seasonal flu vaccination, ad hoc vaccination campaigns, etc);
 - Attendance as observer for Cedefop, of the meetings of the Inter-Institutional Medical College of the European Communities as requested (see also point 2.2.10 below);
 - Provide on-site ergonomic assessments of workstation in the offices of the contracting authorities upon request;
 - Provide verification and certification of medical test results etc.;
 - Participation to invalidity committee;
 - Data collection and maintenance of medical files of staff members accessible to the medical advisor and concerned staff member;
 - Reporting.

As Cedefop is based in Thessaloniki, Greece, the medical service provider's premises should also be located in Thessaloniki. All medical services shall be provided at the Contractor's premises.

⁵ Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (Text with EEA relevance): <https://eur-lex.europa.eu/eli/reg/2016/679/oj>

⁶ Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (Text with EEA relevance.): <https://eur-lex.europa.eu/eli/reg/2018/1725/oj>

⁷ EDPS (2009). Guidelines concerning the processing of health data in the workplace by Community institutions and bodies: https://edps.europa.eu/data-protection/our-work/publications/guidelines/health-data-work_en

2.2.2. Individual consultations and availability of the medical advisor

The medical advisor shall carry out individual consultations with Cedefop staff on appointment.

The purpose of these consultations is for the medical advisor to assess a staff member's fitness for work and/or to determine whether sickness or special leave should be granted under the relevant provisions of the Staff Regulations.

The standard appointment shall be **30 minutes**, unless otherwise agreed between the contractor and Cedefop, and appointments shall be offered during Cedefop's standard working hours of 09:00 –17:00.

The exact procedure for scheduling and organising the appointments will be agreed between Cedefop and the contractor. If necessary, appointments shall be carried out virtually (by phone or using videoconferencing tools agreed between Cedefop and the contractor).

A privacy notice for the processing of personal data in the medical files shall be given to the staff member by the contractor prior to the medical examination/consultation.

Following the consultation, the medical advisor will issue a written opinion without any medical details indicating his/her opinion and any action required by Cedefop. This opinion shall be sent electronically to Cedefop HR Service, to the designated contact point no later than two (2) working days after the appointment.

Based on previous experience, the medical advisor is expected to spend around 8 -10 hours per week according to a fixed schedule (e.g two-three mornings from 09:00 to 13:00) for the sickness leave management activities (including appointments, communication with Cedefop HR Service, Cedefop Management and staff members, sickness leave/special leave validation, pre-recruitment and annual medical examinations, reporting and file management).

The number of hours may vary during peak workload periods or in exceptional circumstances (e.g in case of a pandemic) but in no case it shall exceed the 500 hours per year (i.e maximum 2000 hours over a 4-year period).

The services are provided all year round except August, Easter and Christmas period.

The exact days and times during which the contractor would have to provide the services will be decided by mutual agreement after contract signature.

The medical advisor shall provide, at no extra cost to Cedefop, a contact number under his/her responsibility that can be used during working days, business hours (09.00-17.00 hrs), when he/she is not available on the medical centre's premises. In very exceptional cases and only in case of emergencies., he/she may be called outside of the weekly schedule.

Public holidays

The Agency is closed on a number of days during the year, which do not necessarily correspond to national public holidays in Greece. Similarly, national Greek holidays may be normal working days at the Agency. Medical examinations or other medical services **will not** be scheduled on the public holidays applicable in Greece and applicable to the agency. Tenderers must take the above into consideration. The exact public holiday days of the agency will be communicated upon contract signature and at the beginning of each year.

2.2.3. Validation of sickness leave, special leave and advice on medical part-time

The medical advisor shall validate sickness leave in accordance with the Staff Regulations, where the staff member's absence exceeds three (3) calendar days or exceeds twelve (12) days in a 12-month period. Validation is also required if a staff member's sick leave falls during annual leave or immediately before or after a period of annual or special leave.

Validation of sickness leave may be given following a consultation as described in point 2.2.2 or on the basis of documentation provided by the staff member directly to the medical advisor (such as a medical certificate from a general practitioner, hospital letter etc.). Where the documentation is in a language other than Greek or English, the doctor shall be entitled to ask the staff member to provide a translation into English in order to assess the information contained therein.

The medical advisor may request the staff member's permission to contact the treating physician for more information if needed or ask the staff member to provide further information or documents in case of incomplete information. All such follow up shall be handled by the medical advisor without the involvement of Cedefop. The contractor shall be responsible for the safe storage of all documents received in accordance with the data protection set out in the contract and these technical specifications. No medical documents are to be shared with Cedefop.

The medical advisor will assess and validate the absence, issuing an opinion without medical details to Cedefop and the staff member.

For medical reasons, in particular where it is necessary to gradually re-integrate in the workplace following a period of sick leave or to prevent risks to their health, the medical advisor may authorise a staff member to work part-time on medical grounds for a short period until full integration, in line with the rules on medical part-time set out in Cedefop's absence rules.

Cedefop may also request the contractor to give advice on part-time work on medical grounds.

The medical advisor shall record all sickness absences and medical part time in the staff member's medical file.

2.2.3.1. *Special leave for medical treatment abroad or permission to spend sick leave abroad*

In line with the Staff Regulations, a staff member may require prior authorisation to benefit from special leave to attend a medical appointment abroad or to spend sick leave abroad for therapeutic advantages.

The medical advisor will assess the medical documentation provided by the staff member and issue a recommendation on whether there is any therapeutic advantage or medical objection to grant a staff member authorisation to attend the medical appointment abroad or spend sick leave abroad. Should the staff member not be able to provide medical documentation or certificates, the medical advisor may hold a consultation with the staff member and issue a recommendation on that basis. Based on this opinion, Cedefop will take a decision on whether or not to authorise the staff member's special leave or give permission to spend sick leave abroad.

The medical advisor of the contractor shall record all sick leave abroad and special leave for treatment abroad in the staff member's medical file.

2.2.4. Medical control of absences

Staff members who are on sick leave may at any time be required to undergo a medical examination arranged by Cedefop (Article 59 of the Staff Regulations). The purpose of such an examination is to ensure that the absence is justified and that the duration of the absence is in proportion to the nature of the illness. The contractor may, on Cedefop's HR Service request (duty of care), be asked to carry out such an examination. Where necessary, this may take place at the staff member's home.

Should the staff member under examination wish to initiate an arbitration procedure as foreseen in Article 59 of the Staff Regulations of Officials and the Conditions of Employment of other Servants (CEOS) of the European Union, the medical advisor shall be available for consultation during the procedure and until its conclusion.

2.2.5. Validation of special leave related to illness/medical treatment

Under the Staff Regulations, staff members are entitled to 'special leave' in certain circumstances. The special leave falling under the scope of this provision is linked to a serious illness of a spouse, serious illness of a relative in the ascending line or serious and very serious illness of a child. The medical advisor will assess the medical documentation provided by the staff member and will issue an opinion on whether or not special leave should be granted in accordance with the special leave provisions of Cedefop's absence rules.

Based on this opinion, Cedefop will take a decision to authorise/not authorise the staff member's special leave.

The medical advisor shall record all special leave linked to illness/treatment in the staff member's medical file.

2.2.6. Pre-recruitment medical examinations

The pre-recruitment medical examination is mandatory for future staff members before signing a contract of employment. This is a formal requirement under the EU Staff Regulations (Articles 28(e) and 33 of the Staff regulations and Articles 13, 82(3 d) and 83 of the Conditions of Employment of Other Servants).

The aim of the pre-recruitment medical examination is to ensure that future staff members engaged by Cedefop are physically fit to perform their duties from a medical point of view.

The contractor must organise and perform the tests and exams as listed **in the table below** of the agency's prospective new employees and communicate the results to the Medical Advisor in order to make a medical assessment on their aptitude or non-aptitude for employment.

The pre-recruitment medical examination includes a medical visit, laboratory and other tests and has a number of defined elements. The selected contractor shall be able to carry out all the required examinations according to the age and gender indicators as specified below, and in compliance with the legal framework for personal data protection (see point 2.8), to ensure that the future staff member fulfils the requirements of Article 28(e) SR regarding aptitude.

A privacy statement concerning the processing of personal data shall be given by the contractor to the candidate prior to the medical examination.

The medical advisor shall also use Cedefop's medical questionnaire, the medical history - anamnesis and all relevant forms. All forms to be used will be provided to the contractor following signature of the contract.

Pre-recruitment medical examination-List of standards tests and exams to be concluded (Men & Women)	
Medical visit/Complete physical examination (the relevant cost is subject to the hourly rate of Table 1 of the Financial offer)	<ul style="list-style-type: none"> – Past and present medical history (anamnesis) – Complete physical examination (means an inspection, palpation, percussion, auscultation, or any other means of investigation) – Anthropometry – Blood pressure and pulse
Ophthalmologist's examination	<ul style="list-style-type: none"> – Exhaustive ophthalmology exam carried out by an ophthalmologist including: <ul style="list-style-type: none"> – central visual acuity from a distance, minimum legible, keratometry, range of accommodation, binocular vision test for unilocular suppression, muscular balance in primary position, extrinsic & intrinsic ocular motility, biomicroscopy, intra-ocular pressure (>40 years), fundus, fields of vision, colour vision, general assessment, fitness for work on computer screen)⁸
Lungs function	<ul style="list-style-type: none"> – Chest x-ray
Electrocardiogram	<ul style="list-style-type: none"> – Electrocardiogram at rest
Ear nose throat examination	<ul style="list-style-type: none"> – Hearing capacity
Laboratory tests	<p>URINE tests (chemistry trip and microscopy):</p> <ul style="list-style-type: none"> – Urine analysis <p>Sugar, albumin, microscopic examination</p> <p>BLOOD tests</p> <ul style="list-style-type: none"> – Hematology (complete blood count) – Erythrocyte sedimentation rate (ESR) – Fasted glucose – HbA1 if Gluc >110mg/% – Urea – Uric acid – Creatinine – Potassium (K) – Cholesterol – HDL/LDL quota between HDL & LDL – Triglycerides – GGT (gamma-glutamyl transpeptidase) – ALAT (serum glutamic pyruvic transaminase) – ASAT (serum glutamic oxalo-acetic acid transaminase)

⁸ The relevant forms will be provided to the contractor following contract signature

Pre-recruitment medical examination-List of standards tests and exams to be concluded (Men & Women)	
	<ul style="list-style-type: none"> – Ferritin – CRP – Hepatitis A (IgM+IgG) – Hepatitis B markers (HBs antigen and anti-HBsAg and anti-HBcAg antibody) – Hepatitis C markers (Abs virus hepatitis C) – PSA (men > 45 years) – Syphilis screening (<i>if positive + TPHA</i>) – TSH (<i>if abnormal + FT3 and FT4</i>) – Varicella-Zoster IgG – Rubella IgM + IgG (women) – Serum Proteins + Electrophoresis (> 45 years) – HIV-1 and 2 antibodies serology: <i>this test may be carried out <u>only</u> after full information on the disease and consent as attested by the candidate's signature</i> <p>Additional tests for staff to be working in the Kitchen:</p> <ul style="list-style-type: none"> – Stool sample for salmonella and parasites – Syphilis test (TPHA) – Mantoux test

All medical visits are carried out in a single morning (e.g 08:00-13:00), as candidates often travel from abroad to undergo the pre-recruitment medical examination.

An administrative designated staff member of the contractor should guide the candidate throughout the tests and examinations from the time they arrive to the moment they leave the medical centre.

If duly justified by the results of the medical examination and for the purpose of assessing the aptitude, or non-aptitude, or the aptitude with reservations of a future staff member, the medical advisor can request that the latter undergoes further examinations. The candidate will have to arrange and pay these tests themselves. The cost of these tests will then be reimbursed 100% by Cedefop. The medical advisor shall in any case inform Cedefop's HR Service. The future staff member needs to ensure that the results are transferred to the medical advisor. The latter shall issue the medical certificate upon verification of the medical results and shall also establish a medical file and maintain it accordingly.

Currently up to 5 pre-recruitment medical examinations are carried out per year.

*The volumes of pre-recruitment medical examinations are indicative and **may change** considerably during the implementation of the contract. Cedefop is not liable to compensate the contractor if volumes are lower than originally estimated.*

Ordering process

Cedefop shall contact directly the contractor with a view of making an appointment for the staff member to undergo his/her pre-recruitment medical examination.

To arrange an appointment, Cedefop's Human Resources Service shall order the pre-recruitment medical by sending an e-mail indicating: the name, date of birth and gender of each candidate. The contractor shall inform Cedefop in writing of the available dates no later than five (5) working days from the receipt of the email.

The exams of the pre-recruitment medical visit will start in the morning of the confirmed date (they should be completed in one visit).

The Contractor is expected to guarantee flexibility in the confirmation and scheduling or cancelling of appointments even at short notice and at no cost for the Agency. Last-minute cancellations may occur. Rescheduling shall take place as soon as possible.

In case the candidate does not appear in the medical centre on the day of the examinations (no show), the contractor is not entitled to any remuneration. This situation must be reflected on the list attached to the invoice (see point 1.7 above).

The medical service provider shall request the candidate to sign a form at the end of the pre-recruitment medical visit to confirm that he/she completed the pre-recruitment medical visit on the given date. If the candidate has not undergone all listed exams, the contractor shall ensure that this information is included in the form before the candidate signs.

The contractor shall not invoice Cedefop for exams not carried out.

Fitness certificate

The medical advisor shall issue a fitness certificate indicating his/her decision related to the aptitude of the future staff member; one copy of that certificate shall be forwarded to Cedefop's Human Resources Service within five (5) working days and one should be addressed to the future staff member. The fitness certificate template will be provided to the contractor following signature of the contract and must state, if the candidate is either physically fit, fit with reserve⁹ (Art. 28 of the Staff Regulations and Art. 13 and 83 of CEOS) or non-fit to perform the duties pertaining to the job.

No medical details shall be disclosed to Cedefop at any time.

In exceptional cases, when the issuing of the certificate according to the established deadline is endangered and there is a possibility of a delay, the contractor should immediately inform Cedefop's HR Service as the issuance of the fitness certificate impacts the starting date of the contract of employment.

The results of the pre-recruitment medical examinations must be detailed and explained in the medical report to the candidate by the examining doctor. If requested by the examined person, the results of the tests and examinations, shall be sent by the contractor to him/her via registered mail, marked private and confidential, and/or electronically, assuring the highest security and privacy transmission measures (e.g password protected, encrypted email, etc.).

⁹ A certificate 'fit with reserve' is provided in case a candidate suffers from a pre-existing illness or invalidity for which Cedefop may, in so far as risks arising from such sickness or invalidity are concerned, decide to grant him/her guaranteed benefits in respect of invalidity or death only after a period of five years from the date of entering into service.

2.2.7. Annual medical examinations

All staff members shall undergo a medical check-up every year (Article 59(6) SR and Article 16 of the Conditions of Employment of Other Servants).

The aim of that examination is to detect early enough any health issue and/or illness.

The contractor will be responsible for:

- Scheduling the medical examination in collaboration with Cedefop's HR Service;
- Making an analysis of the results received or carrying out a medical examination of the staff member;
- Updating the medical file of the staff member accordingly.

The annual medical examination includes a medical visit and a thorough physical examination with a focus on occupational medicine, a detailed check of the personal medical history, laboratory and other tests. The selected contractor shall be able to carry out all the required examinations according to the age and gender indicators as specified **in the table below**, and in compliance with the legal framework for personal data protection (see point 2.8).

A privacy statement concerning the processing of personal data and consent forms for the tests to be performed shall be given by the Contractor to the staff member prior to the medical examination.

Annual medical examination -List of standards tests and exams to be concluded (Men & Women)	
Medical visit/Complete physical examination (the relevant cost is subject to the hourly rate of Table 1 of the Financial offer)	<ul style="list-style-type: none"> – Medical history – Complete physical examination (means an inspection, palpation, percussion, auscultation, or any other means of investigation) – Anthropometry – Blood pressure and pulse
Ophthalmologist's examination	<ul style="list-style-type: none"> – Exhaustive ophthalmology exam carried out by an ophthalmologist including: <ul style="list-style-type: none"> – central visual acuity from a distance, minimum legible, keratometry, range of accommodation, binocular vision test for unilocular suppression, muscular balance in primary position, extrinsic & intrinsic ocular motility, biomicroscopy, intra-ocular pressure (>40 years), fundus, fields of vision, colour vision, general assessment, fitness for work on computer screen):¹⁰
Lungs function	<ul style="list-style-type: none"> – Chest x-ray (if medically indicated)
Cardiologist	<ul style="list-style-type: none"> – Medical history – Electrocardiogram at rest – Cardiac USS
Laboratory tests	URINE tests: <ul style="list-style-type: none"> – Urine analysis Sugar, albumin, microscopic examination

¹⁰ The relevant forms will be provided to the contractor following contract signature

Annual medical examination -List of standards tests and exams to be concluded (Men & Women)	
	<p>BLOOD tests</p> <ul style="list-style-type: none"> – Haematology (Complete blood count) – Erythrocyte sedimentation rate; – CRP – Urea – Uric acid – Creatinine – Fasted glucose – Cholesterol (total) – HDL/LDL cholesterol / quota between HDL & LDL – Triglycerides – GGT (gamma-glutamyl transpeptidase) – ALAT (serum glutamic pyruvic transaminase) – ASAT (serum glutamic oxalo-acetic acid transaminase) – TSH – FT3 (if TSH is abnormal) – FT4 (if TSH is abnormal) – Potassium (K) – Ferritin – B12 – 25 (OH) Vit D3 – Total protein (> 45 years) – Electrophoresis protein (> 45 years) – Faecal occult blood test (>45) – PSA (men > 45 years) <p>Additional tests for staff working in the Kitchen:</p> <ul style="list-style-type: none"> – Stool sample for salmonella and parasites – Syphilis test (TPHA) – Mantoux test
Exams based on age and/or gender	<ul style="list-style-type: none"> • Gynecological consultation to include ovarian USS, PAP test and clinical Breast exam (women every year) • Mammography + Breast USS (Women > 40 years year) • Prostate-specific antigen; PSA (Men > 45 years) • Faecal occult blood test (Men & women> 45 years)

Annual medical examination -List of standards tests and exams to be concluded (Men & Women)	
Exams if clinically indicated (prescription from Medical Officer required)	<ul style="list-style-type: none"> • Ear-nose-throat examination • Abdominal Ultrasound scan • Colonoscopy or virtual colonoscopy • Exercise ECG / treadmill test • Bone density screening (Female > 50 years, rarely also Male) • Urology consultation to include rectal examination (Male >45 years) +/- Prostatic scan (Male > 50 years, if clinically indicated)

Except for cases where the exam requires preliminary preparation of the patient (for example, colonoscopy), a standard annual medical visit should normally be completed **within half day** of the confirmed date, therefore, the contractor shall ensure that all the required doctors are available so that the exams are carried out accordingly.

The examining doctor shall check the results of the annual medical tests and examinations carried out. Based on these results, the examining doctor may, if duly justified, recommend additional medical examinations. Any additional tests, examinations or treatments needed, desirable or requested by the medical advisor or by the staff member, not listed in the table below, fall outside the scope of the annual medical examination and it is therefore up to the staff member concerned to decide whether to do those additional tests, to arrange for and bear those costs themselves.

The outcome of such **additional tests** would have to be discussed with the general practitioner of the staff member concerned and not with the medical advisor.

In order to avoid any potential conflict of interest, the Medical Advisor shall not treat, cure nor follow as general practitioner or specialist any Cedefop staff member while contracted by Cedefop. His/her role is to provide general medical advice to Cedefop staff. Therefore, he/she shall not issue any prescription of medication or therapy or prescribe sickness leaves or issue medical certificates covering absences on health grounds of Cedefop staff.

The medical advisor shall act only on instructions received from Cedefop, whilst at the same time the professional discretion of the medical advisor shall be respected in medical matters.

In no case shall the medical advisor substitute the family doctor, general practitioner or specialist, of Cedefop's staff members.

Currently approximately 50 annual medical examinations are carried out per year.

It should be noted that Cedefop staff members shall not be obliged to use the services of the contractor and can undergo their annual medical check-up under a different medical service provider of their choice.

*The volumes of the annual medical examinations are indicative and **may change** considerably during the implementation of the contract. Cedefop is not liable to compensate the contractor if volumes are lower than originally estimated*

Ordering process

Cedefop's Human Resources Service shall contact directly the contractor with a view of making an appointment for the staff member to undergo his/her annual medical examination.

To arrange an appointment, Cedefop shall order the annual medical by sending an e-mail, indicating the name, date of birth and gender of each candidate. The contractor shall inform Cedefop in writing of the available dates no later than five (5) working days from the receipt of the email.

Cedefop requires full flexibility when rescheduling or cancelling medical visits even at short notice, at no cost for the Agency. Last-minute cancellations may occur. Rescheduling (at the request of the staff member) shall take place as soon as possible.

At the end of the annual medical check-up, the contractor shall request the staff member to sign a form to confirm that he/she completed the annual medical visit on the given date. If the staff member has not undergone all of the exams requested, the medical centre shall ensure that this information is included in the form before the staff member signs. The contractor shall not invoice Cedefop for exams not carried out.

The medical centre must keep a list of staff members who have undertaken the annual medical examination, indicating the date of the examinations carried out. This list will serve as the basis for invoices sent to the agency.

If requested by the examined person, the results of the tests and examinations, shall be sent by the contractor to the staff member or to a medical doctor appointed by him/her via registered mail, marked private and confidential, and/or electronically, assuring the highest security and privacy transmission measures (e.g password protected, encrypted email, etc.).

Cedefop's medical advisor shall provide his/her services at the successful contractor's /Medical Centre.

Fitness certificate

Following the annual medical examinations, the medical advisor may be requested to provide certificate on fitness of a staff member for work. Each certificate/recommendation will be submitted in English in one copy, in paper version and shall be included only in the personal medical file.

The fitness certificate template will be provided to the contractor following signature of the contract and must state. **No** medical details shall be disclosed to Cedefop at any time.

2.2.8. Preventive and occupational medical services for Cedefop

The medical advisor should also be able to provide upon request general recommendation and tailored advice on staff physical ergonomics (such as e.g. working postures, repetitive movements, work related musculoskeletal disorders, workplace layout, safety and health).

This may be through one-to-one advice or may be asked to organise presentations on occupational health matters to staff and management, supporting ergonomics at work and prevention of negative effects of sedentary working lifestyle, e.g. office exercise. The presentations are estimated up to two (2) times per year of an average of 1 ½ hours per year.

In this context, the medical advisor will be requested to:

- Assess periodically the premises and offices of the Cedefop with respect to health and safety requirements, as requested;
- To provide-upon Cedefop's request with a list of first aid items to ensure that the Agency's first aid kits (6 in total) are properly equipped;
- Give general recommendation and presentations to staff on health and wellbeing issues, e.g. nutrition, cardiovascular care, stop smoking, melanoma prevention, seasonal affective disorder (SAD), etc.;
- Organize annual vaccinations of Cedefop staff and their family members against seasonal influenza (estimated number of employees needed it on a yearly basis: 25%-30% of the staff) either at Cedefop premises or failing that at the contractor's premises;
- Organise campaigns and/or provide advice in case of pandemic or any other need of mass immunization campaigns;
- Provide advice in relation to staff members' absences (e.g. give medical opinions on requests for travelling abroad to undergo medical examination/treatment, spending sick leave away from the place of employment, working on medical part-time, etc...);
- Ensure that the kitchen staff complies with the Greek Health and Safety legislation. To this end they shall have full occupational assessments every five (5) years, which are detailed in the yellow book of each staff member. The costs of any additional tests outside the standard tests are borne by Cedefop.

2.2.9. Invalidity procedure

The medical advisor may also be requested to participate in an invalidity committee or assist the medical service of the European Commission in the recognition of accidents or occupational diseases.

In case of persistent health problems that result in long-term absences and an inability to resume work, the staff member's case may be referred for a decision by the invalidity committee. Cedefop may refer a case to the invalidity committee (Art. 7, 8, 9 of the Staff Regulation) if a staff member has accumulated 365 days of sick leave within a period of three years, or at the request of the staff member (Art. .59, Staff Regulation).

The objective of the invalidity committee is to:

- establish whether there is invalidity;
- determine the cause of that invalidity (work-related or not);
- indicate the need for and frequency of follow-up medical examinations.

The medical advisor shall be able to initiate an invalidity procedure within 10 working days of Cedefop's request.

The medical advisor shall chair the invalidity committee, comprised of three doctors (including one appointed by the staff member concerned), organise the work of the committee and their meeting(s). This involves liaison between different doctors who may be in different locations or abroad. Timely follow-up and pro-active management of the committee is a requirement. The normal turnaround time for an invalidity case is estimated to be between three and six months.

Cedefop will provide the contractor with detailed guidance on the conduct of invalidity procedures and templates that the committee will use based on the European Commission handbook.

Sensitive, accurate and timely handling is a major requirement for the management of the invalidity cases, as the committee's decisions have legal and financial consequences.

The meetings of the invalidity committee doctors may take place by telephone and/or videoconference.

2.2.10. Participation in Inter-Institutional Medical College at the European Commission

The contractor may be required from time to time to participate on behalf of Cedefop at the Inter-Institutional Medical College in the European Commission. This College discusses issues of common interest and makes recommendation on policy to be adopted.

The meetings do not take longer than one day.

Cedefop also reimburses the costs of travelling in such cases according to the reimbursement rules (Annex IV of the draft contract in Annex B(a)). Should the meetings take place remotely the contractor will not be entitled to any travel or daily subsistence reimbursement.

Following attendance at such meetings, the medical advisor will be required to furnish Cedefop with a detailed report and, where appropriate, make him/herself available for discussion on the implementation of new policies and practices.

More detailed information will be provided to the contractor following signature of the contract.

2.2.11. Maintenance of medical files of staff members

The contractor shall be responsible for creating and maintaining an accurate, complete and up-to-date medical file for each staff member of Cedefop. The medical files shall contain the results of the pre-recruitment and annual medical examinations, a record of all absences reported under this contract, any recommendations or medical opinions issued by the medical advisor in respect of the staff member and any other relevant documentation exchanged between the contractor and the staff member.

The medical files shall be accessible only to the medical advisor and the staff member concerned. All information contained therein is strictly confidential to the medical advisor and the staff member concerned.

The medical advisor shall supply the staff member with copies from his/her medical file if so requested.

Staff members have the right to request the destruction of their medical file upon leaving Cedefop. Where so requested, the contractor shall ensure that the medical file is deleted within one month of receiving the staff member's request. The contractor shall put in place appropriate mechanisms to respond to requests from data subjects for exercising their rights.

The contractor shall be required to delete or to securely transfer the medical files at the end of the contracting period to any subsequent medical service provider and delete existing copies, unless applicable Union or national legislation requires the storage of the personal data. Any transfer must be completed within 30 days of the end of the contract. The contractor must have the written consent of the staff member before transferring or deleting any medical files.

No additional cost shall be invoiced to the Agency for keeping the medical information and medical files.

2.2.12. Reporting

The contractor will have to provide an activity report on the services (e.g annual medical and pre-recruitment medical examinations, presentations, vaccination campaigns, etc.) provided once a year. Intermediate progress reports may be requested, as appropriate.

2.3. Contract and service management

The contractor shall designate a contract and/or service manager and a back-up who will be responsible for the management of the framework contract on its behalf and will act as a contact point for all contractual issues.

Moreover, the designated staff (and back up) will be responsible for all administrative aspects related to the contract execution, such as order forms, invoicing, payments, questions, reporting.

His/her main responsibilities will also include:

- Provision of customer service;
- Liaising with Cedefop's Human Resources service;
- Managing requests and booking the appointments for the annual and pre-recruitment medical check-ups.

The cost for the contract and service management shall be considered as included in the price for all the services as described above.

Cedefop will also appoint a single point of contact and a back-up within Cedefop's Human Resources Service, who will act as an intermediary with the contractor, requesting services, issuing order forms, receiving reports on annual, pre-recruitment and other medical services, and facilitating any communication between the contractor and the candidates, staff members, or any other parties involved.

2.4. Use of languages

All communication (during the implementation of the framework contract, i.e. before, during and after the medical examinations, orally and in writing) must be carried out in English. The medical reports of the pre-recruitment and annual medical examinations shall be in English.

2.5. Invoicing

Within the first five working days of each month, the contractor shall provide a **monthly report** of the annual and/or the pre-recruitment medical examinations that were carried out in the previous month and send it to the agency's contract Manager. This report shall contain the names of staff members or candidates and the date when the annual or the pre-recruitment medical examinations were carried out.

In a separate email, the contractor shall send the monthly invoice to the Finance service of the agency at a designated email address, which shall indicate only the type of the services (in case of annual and pre-recruitment medical provided) clearly indicating the units and prices the number of examinations as well as the date of the performed services. The names of staff members or candidates **must not** appear on the invoice or on any supporting documentation accompanying the invoice.

In case of other medical services (e.g. individual consultations, participation in the invalidity committee), a separate report shall be sent to the respective agency's contract Manager. This report shall contain the name of staff member concerned for the relevant services. In a separate email, the contractor shall provide the invoices for these other medical services after completion of services. The names of staff members or candidates must not appear on the invoice or on any supporting documentation accompanying the invoice.

The Contractor is required to give the following information, in addition to the standard information, on all invoices:

- The breakdown of fees for services supplied, the contract price and the amount of VAT applied, if any,
- A reference to the order framework contract number;
- A reference to the agency's order form or specific contract number.

2.6. Professional risk indemnity insurance

The successful bidder, prior to the signing of the contract, must provide a Public Liability Insurance Contract. This insurance must be renewed every year until the end of the framework contract at the sole cost and expense of the Contractor; the insurance carrier should be registered according to the national laws.

2.7. Replacement of administrative staff and doctors assigned to Cedefop

Temporary replacement

The selected contractor shall ensure that more than one doctor or administrative staff (contract/service manager) is available to carry out the required exams to allow for a continuation of services and substitution of doctors in cases of absence due to annual or medical leaves or other short term absences for other reasons.

All doctors and administrative staff should be compliant to the selection criteria described in point 4.2.2 below.

Replacement of staff by the contractor

In case the contractor needs to replace any member of the team (or add a new member) throughout the duration of the contract, an e-mail with the CV(s) of the new member(s) must be submitted to Cedefop (that must be compliant with the selection criteria in point 4.2.2) for review and prior approval by Cedefop.

Replacement of staff requested by Cedefop

Cedefop also reserves the right to request the contractor to replace any administrative staff or doctor assigned to Cedefop who, in Cedefop's sole discretion, does not meet the requirements of the selection criteria in point 4.2.2 although indicated so in the CV (language skills, etc) and in the case there are interruptions in the requested services.

Prior Cedefop approval for replacement of administrative staff or doctor(s) assigned to Cedefop is needed. The approval will be based on examination of their curriculum vitae according to the selection criteria of the current tender specifications.

2.8. Personal data protection

During the performance of the contract, the Contractor will have access to personal data, the disclosure of which may undermine the protection of the privacy and the integrity of individuals, in particular pursuant to EU legislation regarding the protection of personal data.

Processing of personal data in the context of this contract shall comply with the legal framework on data protection, i.e.:

- Regulation (EU) 2018/1725¹¹ ('the EDPR') as concerns personal data processing by the selected contractor in execution of the contract with Cedefop;
- Regulation (EU) 2016/679 (General Data Protection Regulation – 'the GDPR') as concerns personal data processing carried out by the contractor on its proper behalf as a controller.

The EDPR constitutes the specific data protection legal framework applicable to institutions, bodies, offices and agencies of the European Union, including Cedefop, mirroring the GDPR applicable within the Union.

Regarding personal data processing by the selected contractor in execution of the contract with Cedefop, the contractor shall therefore ensure that personal data is processed in accordance with Article 29 of Regulation (EU) 2018/1725 and, in particular that there are adequate confidentiality arrangements in place to prevent unauthorised disclosure of information by the staff of the Contractor or, if applicable, of its sub-contractors.

All tenderers must therefore submit with their tenders the duly filled-in and signed Data Protection Agreement (DPA) found in Annex K(a) for Lot 1 and Annexe K(b) for Lot 2.

2.9. Confidentiality

The contractor and his/her staff are bound by standard confidentiality obligations. Prior to contract signature, the selected contractor must sign a declaration on confidentiality.

The members of the Contractor's team assigned to Cedefop for the implementation of the contract (including subcontractors and/or external experts, if any) will have to sign a declaration of confidentiality after contract signature but before starting implementing the contract through order forms.

Both declarations will be provided by Cedefop (for more information please refer to Annexes V(a) and V(b) of Annex B(a) - Draft Contract for Lot 1 and attached in Annexes IV(a) and IV(b) of Annex B(b) - Draft Contract for Lot 2).

2.10. Meetings

Following the signature of the framework contract, a kick-off meeting will take place between Cedefop representatives and the representative of the medical service provider at the Cedefop or contractor's premises or via means of tele-conference.

During the implementation of the framework contract, regular meetings may be organised (virtually), if deemed necessary, to resolve any potential issues that may arise during the contact duration.

There shall be no cost for Cedefop for the participation of the contractor in any of the meetings described above.

¹¹ <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32018R1725&from=EN>

3. TERMS OF REFERENCE - LOT 2

PROVISION OF MEDICAL SERVICES INCLUDING PREVENTIVE AND OCCUPATIONAL MEDICAL SERVICES FOR ENISA

3.1. General description of the required services

The general rules concerning the conditions of employment of ENISA staff, including medical issues, are governed by the Conditions of Employment of Other Servants of the European Community (hereinafter referred to as 'CEOS')¹², defined by the EU Regulation 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 referred to as 'Staff Regulations').

As regards the medical services in question, in particular the following provisions are relevant:

- Articles 28(e) and 33 of the Staff Regulations and Article 13 of the CEOS states that before being engaged a staff member of the temporary staff shall be medically examined by one of the institutions' medical officers in order for the institution to be satisfied that s/he fulfils the requirements of article 12 (2) (d). The same applies to contract staff in line with Articles 82(3)(d) and 83 of the CEOS.
- According to Article 59 (6) of the Staff Regulations, as well as Articles 16 and 91 of the CEOS staff members shall undergo a medical check-up every year.
- The legal provisions governing sick-leave related matters for ENISA Staff are Articles 59 of the SR and Articles 13, 16 and 91 of the CEOS and Commission Decision no. 92/2004 introducing implementing provisions on absences as a result of sickness or accident.

Comprehensive preventive medical services play an important role in ensuring the wellbeing and aptitude for work of the ENISA's staff. The Agencies are responsible for organising the preventive health care of its employees through their Human Relations sections (herein after referred to as "HR"), which consists of an annual medical examination. ENISA also organises the pre-recruitment medical examinations of potential new staff members.

The staff may choose where to turn to for actual treatment of illnesses and the incurred costs are reimbursed under certain rules and conditions. For staff working in the Institutions and Bodies of the European Union, it is governed by the rules of the Joint Sickness Insurance Scheme (JSIS)¹³. All staff including those with the Greek nationality is not covered by the Greek National Health Insurance Fund (Εθνικός Οργανισμός Παροχής Υπηρεσιών Υγείας - ΕΟΠΥΥ).

The estimated number of staff members per year for the period 2021 – 2025 are as described below:

¹² <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A01962R0031-20220101>

¹³ <https://eur-lex.europa.eu/legal-content/EN/TXT/?qid=1524306836799&uri=CELEX:52004SC0480>

Age	Female	Male	Total
Up to 40	14	6	20
40 to 45	15	20	35
46 to 49	15	20	35
50 to 60	16	20	36
Above 60	1	3	4
Total Number of Staff	61	69	130

For operational reasons, the Medical services should be based in Athens. Therefore, it is advantageous that the medical service's provider is located in the northern part of Athens. The medical service provider must be able to provide the full range of medical exams and of the medical advisor services specified below. The Medical Centre is expected to provide all of the listed exams and the medical advisor services at the same premises.

Additionally, Medical Services are also expected to take place in Heraklion, Crete for a small number of ENISA staff (5 staff members).

3.2. Detailed requirements-Services to be provided

The specification of the services to be provided is given in the thematic areas below:

- a) Task 1: Pre-recruitment medical examinations and annual medical visits and check-ups**
- b) Task 2: medical advisor services - occupational medical advice and other services (outside the above indicated medical exams)**

3.3. Pre recruitment medical examinations and annual medical visits and check-ups

3.3.1. Description of services:

The selected contractor should be able to provide the full list of medical exams as specified below, in the same premises and in compliance with the legal framework for personal data protection, as described in point 3.18 below.

The list of exams of the medical visits (pre-recruitment and annual medical visits) shall be confirmed on an annual basis by ENISA, in line with the European Health Standards and Protocol.

The medical service provider must organise and carry out all of the necessary examinations for the pre-recruitment medical visits for all new ENISA staff members (i.e. 'candidates' receiving an offer of employment from ENISA).

It is important that all medical visits are completed in the morning of the same day, therefore, the selected contractor shall ensure that all the required doctors are available, so that the exams are carried out accordingly. The selected contractor shall ensure that more than one doctor is available to carry out the required exams to allow for a continuation of service and substitution of doctors in cases of absence. The selected contractor shall also ensure that such services are available during the course of the working week (Monday to Friday) and to avoid bottlenecks (i.e. it should be possible to undergo a complete pre-recruitment medical visit or annual medical visit in the morning of the same day on any day of the week).

ENISA requires full flexibility when rescheduling or cancelling medical visits, with no cost for ENISA. Cancellations may take place at the last minute due to several, justified reasons. Rescheduling shall take place as soon as possible and within five working days.

The organisation and exams of the medical visits may be subject to revision, in common agreement with the selected contractor, in order to improve the process if and when necessary and to accommodate further specific requirements in compliance with the legal framework for personal data protection (point 3.18)

The examinations as described above should not last longer than half a day.

Estimated (maximum) number of examinations:

	2022	2023	2024	2025
Pre-recruitment medical examinations	10	10	10	10

Following pre-recruitment medical examinations:

- ENISA will require a **medical clearance APT or NON -APT¹⁴**, which states that the person is physically fit to perform the duties pertaining to the job. In the kick-off meeting, the Agencies shall provide guidance in relation to the definition of apt/non-apt, including the mechanism of placing a medical reservation. In the medical clearance no mention should ever be made to the health status of the staff member. This must be dispatched and sent to the respective Agency within a maximum of ten (10) working days of the date of the pre-recruitment medical examination, at the very latest.
- The results of the pre-recruitment medical examination (in English) must be dispatched to the candidate concerned within a maximum of ten (10) working days of the date of the pre-recruitment medical examination, at the very latest.

3.3.2. Pre-recruitment medical visit

Pre-recruitment medical visit-list of exams:

1. Medical visit (as indicated below)
2. Eye test (<45 years)
3. Complete ophthalmological examination (>45 years);
4. Chest x-ray (if the last available is older than 2 years);
5. Electrocardiogram (at rest);
6. Urine test;
7. Blood tests:
 - Hematology (complete blood count)
 - Erythrocytes sedimentation rate (ESR);
 - Glucose;
 - HbA1c (if glycosylated >110mg/%);
 - Uric acid;
 - Urea;
 - Creatinine;
 - Potassium (K)
 - Total cholesterol, high and low density lipoproteins (LDL, HDL);
 - Triglycerides

¹⁴ Aptitude or non-aptitude

- Gamma-glutamyl transpeptidase (GGT);
- Serum glutamic pyruvic transaminase (ALAT);
- Serum glutamic oxalo-acetic acid transaminase (ASAT);
- Ferritin;
- CRP;
- TSH;
- FT3 and FT4 (if TSH is abnormal);
- Hepatitis A Markers (IgM+IgG);
- Serological tests for hepatitis B: HBs antigen and anti-HBsAg and anti-HBcAg antibody
- Hepatitis C markers (Abs virus hepatitis C);
- Serological tests for syphilis: VDRL (or RPR), (TPHA) (or TTPA);
- Rubella Igm+IgG (women);
- PSA (men > 45 years)
- Serum Proteins + Electrophoresis (> 45 years)
- Varicella-Zoster IgG
- HIV antibodies;
 - Western Blot test for HIV for HIV -1/-2, as confirmatory evaluation in case of positive result of the above;

In order to complete the pre-recruitment medical visit, candidates are requested to undergo a medical consultation with the medical advisor (the relevant cost is subject to the hourly rate of Table 1 of the Financial offer) which shall take place at the Medical Centre of the selected contractor on the same day. The selected contractor shall subsequently liaise between the medical advisor and the candidate.

The medical advisor shall confirm his availability directly to the selected contractor and shall fix the appointments in his/her calendar once confirmed by the selected contractor. It shall be the responsibility of the selected contractor to reschedule such appointments directly with the medical advisor in case of need.

3.3.3. Ordering and services modalities of the pre-recruitment medical visit

Pre-recruitment medical visit (estimated nr. on a yearly basis: 10):

The pre-recruitment medical visit is organised in two steps:

- **Part I:** consists of the medical exams and laboratory tests, which are carried out by the selected contractor.
- **Part II:** consists of a medical consultation carried out by the medical advisor on the same day of Part I.

The selected contractor shall carry out pre-recruitment medical visits for persons nominated by ENISA, as the need arises. The pre-recruitment medical visits shall clearly be distinct from the annual medical visits since these two types of visit follow a different management process within the Human Resources Sector of ENISA.

The medical service provider shall indicate to ENISA a contact person and his/her contact details for exchange of correspondence related to the medical examinations and ordering services. The medical service provider is expected to be able to guarantee continuity of services.

Based on the planned schedule provided, ENISA will be contacting the selected medical service provider by preparing and forwarding Order Forms to the selected contractor indicating the foreseen number of pre-recruitment medical visits required, cost per visit and total cost. Within five working days the duly signed and dated order form shall be returned to ENISA.

Case-by-case, ENISA shall also provide the selected contractor with the candidate details (name/surname, date of birth and gender). The selected contractor shall confirm the date of pre-recruitment medical visit in writing (agreed beforehand between the selected contractor and ENISA on behalf of the candidate). The selected contractor is expected to guarantee flexibility in the confirmation and scheduling of appointments even at short notice.

The selected contractor shall automatically arrange for the candidate to undergo the pre-recruitment medical visit in the morning of the confirmed date of appointment by carrying out the exams as listed below.

The selected contractor shall request the candidate to sign a declaration at the end of the pre-recruitment medical visit to confirm that he/she completed the medical visit on the given date. If the candidate did not undergo any of the listed exams, the selected contractor shall ensure that this information is included in the declaration before the candidate signs.

The selected contractor shall forward the results of the exams to the medical advisor as following:

- within one week from the date the medical visit took place (where scientifically possible);
- in duplicate paper copy (one copy for the candidate and one for retention on the medical file) in a sealed envelope marked “*confidential, to be opened by addressee only*” - the type of medical visit shall be indicated on the medical report inside the envelope, together with the name of the candidate;
- with a copy enclosed of the declaration duly signed by the candidate with the medical results.

On a monthly basis, the medical service provider will send to ENISA a report on the services provided, that has to be attached to the monthly invoice sent to the respective Agency.

3.3.4. Pre-recruitment medical visits - Reporting

On a quarterly basis and/or upon request, the selected contractor should forward a report to the medical advisor and to the Human Resources Unit of ENISA, indicating the following:

1. Surname/first name of the ENISA candidates;
2. Date and time of pre-recruitment medical visits carried (Part I);
3. Date and time of pre-recruitment medical consultations with the medical advisor (Part II);
4. List of the exams carried by the candidates.

Important Note:

- ***The selected contractor should not communicate in any case the results of the exams carried out by the candidates to ENISA. The results of the exams will only be provided to the candidates and to the medical advisor (as described above).***

The medical advisor should not communicate in any case the results of the exams carried out by the candidates to ENISA. He or she will only provide a certificate to ENISA specifying whether the candidate is fit (or not fit) for work.

3.4. Annual medical check-up

3.4.1. Description of services:

As indicated above, in line with the provisions of the Staff Regulations and CEOS, ENISA staff members are obliged to undergo an annual medical examination and ENISA has to ensure that their staff members fulfil their obligation. To comply with this obligation, ENISA will send a list of staff members to the medical service provider.

Based on the list provided the medical service provider will organise the schedule of the annual medical examinations within the period from January to November, each year. The medical service provider will be responsible for sending out an invitation to undergo the annual medical examination via email to the staff members within the period mentioned above, always putting in copy ENISA's HR functional mailbox.

In case of the impossibility by the staff member to accept the proposed date because of business commitments, annual leave or last-minute sick leave (1 day before), the medical service provider will have to provide a new schedule (date) free of charge.

The medical service provider is responsible for organising and carrying out the logistics of all the scheduled examinations for the annual medical visits for ENISA staff members, according to the staff member's job profile, and in accordance with the age indicators specified above.

A privacy statement concerning the processing of personal data shall be given by the contractor to the staff member prior to the medical examination.

The medical examination has to be carried out in two phases:

First phase: all tests indicated in the standard package applicable to all staff, duration - maximum half working day;

Second phase: clinical examination and interview with the doctor (herein after referred to as medical advisor) will be scheduled. This should be organised by the medical service provider and provided in English to the staff member in question and should not last more than 2 hours. During the appointment the results of the test and examination will be explained to the staff member concerned.

The medical advisor will issue a dated and signed certificate on aptitude for work, to be filled and inserted in the staff members' personal file.

The certificate on aptitude for work should be issued by the medical service provider in English in three copies (one for ENISA, one for the medical file and one copy for the staff member) and countersigned by the staff member concerned. It must indicate whether the person is "APT" or "NON APT" to work for the type of work in question without disclosing any medical information.

The medical services should be performed by one of the health doctors assigned to this contract, nevertheless in order to guarantee continuity of service, an additional one as a back-up. The proposed doctors shall be available for visiting ENISA's premises, if needed. If a staff member is a private patient of one of the doctors acting as ENISA's medical advisor, s/he will be replaced by another doctor in cases concerning his/her patient while carrying out his/her duties as medical advisor.

Estimated number of examinations:

	2022	2023	2024	2025
Annual medical checks	50	50	50	50

Annual medical check-up visit- list of exams

The list of standard exams to be carried by each ENISA staff member is provided below.

Standard Package - applicable to all, on a yearly basis

- **Medical visit/Complete physical examination ((the relevant cost is subject to the hourly rate of Table 1 of the Financial offer)**
 - ❖ Medical history
 - ❖ Complete physical examination (means an inspection, palpation, percussion, auscultation, or any other means of investigation)
 - ❖ Anthropometry
 - ❖ Blood pressure and pulse
- **Lungs function**
Chest X-ray (if medically indicated)
- **Electrocardiogram** at rest
- **Urine test;**
- **Blood tests:**
 - Haemoglobin;
 - Haematocrit;
 - White blood cell count and film;
 - Platelets;
 - Erythrocytes sedimentation rate (ESR);
 - CRP
 - Urea
 - Uric acid;
 - Glucose
 - Creatinin;
 - Total cholesterol;
 - Triglycerides High and low density lipoproteins (LDL, HDL);
 - Gamma-glutamyl transpeptidase (GGT);
 - Serum glutamic pyruvic transaminase (ALAT);
 - Serum glutamic oxalo-acetic acid transaminase (ASAT);
 - Proteins – electrophoresis (age > 45),
 - TSH,
 - FT3, (if TSH is abnormal)
 - FT4 (if TSH is abnormal)
 - Potassium (K)
 - Ferritin,
 - Vitamin D
 - B12
 - Total protein (>45)
 - Electrophoresis protein (>45)
- **Eye and eyesight test and report, which includes:**
 - ❖ Ophthalmological medical history
 - ❖ external motility (phoria)
 - ❖ refraction
 - ❖ visual acuity with/without glasses
 - ❖ Chromatic sense
 - ❖ optical fields
 - ❖ stereoscopic evaluation
 - ❖ intraocular pressure
 - ❖ Fundus examination (miosis)
 - ❖ biomicroscopy
 - ❖ Slit lamp evaluation
- Faecal occult blood tests (from the age of 45 onwards).

Additional exams

Upon request and written consent of the staff member:

- HIV antibodies;
- Western Blot test for HIV for HIV -1/-2, as confirmatory evaluation in case of positive result of the above.

Women's health - Gynaecological screening:

- Clinical examination
- Cytology test (PAP smear test)
- Ultrasound examination
- Echography of the breast and mammography from the age of 40 onwards if medically indicated.

Men's health - Special screening for men from the age of 45 onwards:

- Clinical examination
- Rectal examination of prostate
- Free and total PSA
- Echography of prostate from the age of 45 onwards if medically indicated +/- Prostatic scan (**Male > 50 years**, if clinically indicated)

Exams if clinically indicated (prescription from Medical Officer required)

- Ear-nose-throat examination
- Abdominal Ultrasound scan
- Colonoscopy or virtual colonoscopy
- Exercise ECG / treadmill test
- Cardiac USS/Echocardiogram
- Bone density screening (Female > **50 years**, rarely also Male)

3.4.2. Ordering and services modalities of the annual medical check-up

The annual medical visit is estimated to be needed on a yearly basis for approximately 50 employees; It is organised in two steps **Part I** consists of the medical exams and laboratory tests, which are carried out by the selected contractor.

Part II consists of a medical consultation carried out by the medical advisor, upon receipt of the outcomes of Part I.

The selected contractor shall carry out the annual medical visits for existing ENISA staff.

The annual medical visits shall clearly be distinct from the pre-recruitment medical visits since these two types of "visit" follow a different management process, within the Human Resources sector of ENISA.

On an annual basis, ENISA shall forward a list of the staff members due for their annual medical visit to the selected contractor. The list shall include the name/surname, date of birth, gender and the relevant ENISA e-mail address.

The selected contractor shall contact the staff members indicated in the list and arrange for the **annual medical visit-Part I** to take place on a date agreed by both parties.

At the beginning of the year, no later than 31 January, the ENISA HR team will send an estimate of the forecasted number of the medical examinations to take place for the respective year.

Based on the planned schedule provided, ENISA will be contacting the selected medical service provider by preparing and forwarding Order Forms to the selected contractor indicating the foreseen number of the annual medical visits required, cost per visit and total cost.

Within five (5) working days the duly signed and dated order form shall be returned to ENISA.

The medical service provider shall indicate to ENISA a contact person and his/her contact details for exchange of correspondence related to the medical examinations and ordering services.

On a quarterly basis, the medical service provider will send to ENISA a report on the services provided, that has to be attached to the monthly invoice sent also to ENISA. The following have to be indicated in the Order Form:

- Break-down of the annual medical visits performed,
- cost per visit and total cost,
- cost per package and
- total cost;

At the end of the annual medical visit, the selected contractor shall request the staff member to sign a declaration confirming that he/she completed the annual medical visit on the given date.

ENISA is not liable, nor is financially responsible for any additional exam not prescribed by the Medical advisor and the relevant staff member should be made aware of it in advance and charged personally.

The results of the exams should be provided to the ENISA staff member and further forwarded to the Medical advisor with the prior consent of the ENISA staff member, in a sealed envelope marked 'confidential, to be opened by addressee only'. The type of medical visit shall be indicated on the medical report inside the envelope, together with the name of the staff member.

In order to complete the annual medical visit, staff members are requested to undergo a medical consultation with the Medical advisor (Part II).

The selected contractor shall subsequently liaise between the medical advisor and the staff member to organize this medical consultation by bearing in mind that the Medical advisor should already have received the medical results before the latter medical consultation takes place. The Medical advisor shall confirm his/her availability directly to the selected contractor and shall fix the appointments in his/her calendar once confirmed by the selected contractor. It shall be the responsibility of the selected contractor to reschedule such appointments directly with the Medical advisor in case of need.

Ad-hoc requests for tasks 1 and 2 may be also submitted and should be treated in the same manner as the scheduled medical examinations: within 10 working days, the medical service provider will issue a planned schedule.

3.4.3. Annual medical visits - Reporting

On a monthly basis and/or upon request, the selected contractor should forward to the Medical advisor and to the Human Resources Unit of ENISA, a report indicating the following:

1. Surname/first name of the ENISA staff members;
2. Date of annual medical visits carried (Part I);
3. Date of annual medical consultations with the Medical advisor (Part II);
4. Foreseen date for next annual medical visit.

Note:

- *The selected contractor will not communicate in any case the results of the exams carried out by the ENISA staff members in the course of the annual medical visit to ENISA. The results of the exams will only be provided to the ENISA staff member and the medical advisor with the prior consent of the staff member (as described above).*
- *The Medical advisor will not communicate in any case the results of the exams carried out by the ENISA staff members in the course of the annual medical visit to ENISA. He or she will only provide a certificate to ENISA specifying whether the candidate is fit (or not fit) for work.*

3.5. Medical advisor services - Occupational medical advice and other services

(Other than the ones described above related to pre-recruitment medical visits and annual medical visits)

Services expected by the medical advisor- To provide general medical advice to ENISA staff members

The medical advisor shall provide his/her services at the successful contractor's /medical Centre or at his/her own equipped medical office.

It is important to note that the provision of services rely on the interaction with the contractor's medical Centre to carry out the exams and the laboratory tests needed.

In order to avoid any potential conflict of interest, the medical advisor shall not treat, cure nor follow as general practitioner or specialist any ENISA staff member while contracted by ENISA. His/her role is to provide general medical advice to ENISA staff. Therefore, he/she shall not issue any prescription of medication or therapy or issue medical certificates covering absences on health grounds of ENISA staff. To this end, the selected medical advisor shall be requested to declare his/her commitment in writing.

The medical advisor shall act only on instructions received from ENISA, whilst at the same time the professional discretion of the medical advisor shall be respected in medical matters. **In no case shall the medical advisor substitute the family doctor, general practitioner or specialist, of ENISA's staff members.**

The role of the medical advisor is incompatible with any other medical practitioner role at ENISA while being contracted by the Agency. In addition, as mentioned above, the medical advisor cannot prescribe/deliver medicine, perform/prescribe medical examinations (other than for the purposes mentioned under the services as described above), cures or any other forms of medical treatments. Moreover, the medical advisor cannot authorise or prescribe sick leaves. Any exception to these last points would require explicit prior approval by ENISA.

3.5.1. Availability of the Medical Advisor

It is expected that the medical advisor shall be present on the medical centre premises during two afternoons of each week, between 12.30 - 14.30 hrs. The latter is the minimum requirement and the medical advisor is expected to guarantee this availability. The number of hours may be expected to increase during peak workload periods or in the event of an emergency.

The medical advisor shall provide, at no extra cost to ENISA, a phone line under his/her responsibility that can be used during working days, business hours (10.00-16.00 hrs), when he/she is not available on the medical centre's premises. In very exceptional cases, he/she may be called outside of the weekly schedule in the event of emergencies, in addition to attending ad-hoc meetings as indicated above.

3.5.2. General medical advice – Reporting

A quarterly report shall be issued indicating the activities performed by the medical advisor and the number of visits of ENISA Staff members, without disclosing any name or identification.

3.5.3. Medical examination/inspection to certified sick leave

This service is required exceptionally in order to carry out the medical control of absences related to sickness in accordance with the Staff Regulations of Officials and the Conditions of Employment of other servants, which stipulate that ENISA may arrange a medical examination for staff members if they are absent for sickness. The aim of the medical examination is to ensure that an absence due to illness or accident is justified and that the absence foreseen is proportional to the nature of the condition.

The staff member's participation in a medical examination is mandatory. Staff members shall be contacted by the Human Resources Unit of ENISA, in writing, to request attendance. In return, the staff member shall also confirm his/her attendance to the Human Resources Unit in writing.

The medical inspection may be carried out during working hours from Monday to Friday (10:00-12.30 a.m. and 14.30 – 16:00 pm):

- At the selected contractor premises (in the case where the medical certificate states that the staff member is considered able to leave his/her place of sickness or accident); or
- at the staff member's home within the area of Athens and possibly in few cases Heraklion Crete,
 - or
- at any other location outside Athens, with reimbursement of expenses foreseen.

The medical advisor must guarantee that the medical information obtained during his/her functions is reserved to the concerned staff member. The information may be transferred to a third party (i.e. another doctor) only with the written consent of the staff member concerned.

In addition, the selected contractor is expected to guarantee the continuity of the service through an appropriate replacement for the medical advisor during holiday periods and other unforeseen absences, i.e. due to sickness.

3.5.4. Occupational medical advice to be provided upon request of ENISA

- a) Advise the ENISA HR team on entitlement to part-time work, e.g. the gradual reintegration into the working routine, or teleworking on medical grounds. The estimated number of such requests is up to 5 per calendar year.
- b) The medical service provider may be requested to provide advice on health measures for the ENISA staff members who are experiencing work related problems (e.g. stress or repetitive strain injury) or when ENISA needs advice on how to treat cases relating to sickness and associated absence or underperformance. The medical advisor may consult occupational health care specialists. The estimated number of such requests is up to 5 per calendar year.
- c) Advise the ENISA HR sector on staff members requests for special leave for travelling outside the place of employment for medical examinations or medical treatment.

In such cases the opinion of the medical advisor is required in order to establish whether the request is reasonable. Staff members on sick leave, who wish to spend this leave in a place other than their place of employment, must ask permission from the Authority authorised to conclude contracts (ENISA'S Director) beforehand. The decision shall be based on the opinion of the medical advisor. The estimated number of such requests is up to 5 per calendar year per each Agency.

- d) Give general recommendation and tailor advice on staff physical ergonomics (working postures, materials handling, repetitive movements, work related musculoskeletal disorders, workplace layout, safety and health). This may be through either one-to-one advice or through a general review of ergonomics with a presentation to staff. The estimated number of such requests is up to 5 per calendar year.
- e) Occupational health and safety advice and training:
The medical service provider may be asked to organise presentations on occupational health matters to staff and management for prevention of certain illnesses and upon ENISA's request, estimated up to two times per year. The duration of the presentation should not exceed 1 ½ hours.
- f) Organise and provide additional health and preventive medical services by qualified professionals. As an indication, these could include, but are not limited to, the following types of services as deems as necessary:
- g) Organise and deliver the annual vaccination against seasonal influenza (estimated number of employees needed it on a yearly basis: approximately 25% of the staff)
 - Provide information on the annual composition of the vaccine, as recommended by the WHO (World Health Organisation) and the Greek Health Ministry;
 - Collect number of staff members interested in receiving the vaccine;
 - Organisation and administration of the vaccines (in the selected contractor premises);
 - Provide final report including:
 - Staff member surname and name;
 - Date of the vaccine administration;
 - Any comments, where necessary;
 - Total number of vaccines administrated.
- h) Participate if required on works chaired by the Medical Service of the European Commission related to Invalidity procedures. Represent ENISA on the Invalidity Committee (according to Article 7, Annex II, of the Staff Regulations), if requested.

In the case the above services are needed a detailed "Request for offer" will be issued specifying the relevant content of the services to be provided and will be accompanied by the relevant Order Form.

- i) Occupational health and safety advice and training:
The medical service provider may be asked to organise presentations on occupational health matters to staff and management for prevention of certain illnesses and upon ENISA's request, estimated up to two times per year. The duration of the presentation should not exceed 2 hours.

3.6. Arbitration

Should the staff member under examination wish to initiate an arbitration procedure as foreseen in Article 59 of the Staff Regulations of Officials and the Conditions of Employment of other Servants (CEOS) of the European Union, the medical advisor shall be available for consultation during the procedure and until its conclusion.

3.7. Ordering and services modalities of the general Medical Advice to ENISA Staff members

The medical service provider will send a report to ENISA on the services provided, that has to be attached to the invoice sent also to ENISA. The following have to be indicated in the Order Form:

1. Days of physical presence of the medical advisor to the medical centre;
2. A quarterly report shall be issued each month indicating the activities performed by the Medical advisor and the number of visits of ENISA Staff members, without disclosing any name or identification;
3. Cost per day of the physical presence of the medical advisor to the medical centre and total cost.

3.7.1. Ordering and services modalities of the medical inspection to certified sick leaves

When appropriate and as per request of ENISA, one Order Form shall be prepared and forwarded it to the selected contractor, indicating the following:

1. Number of medical control of absences at the selected contractor premises, cost per visit / total cost;
2. Number of medical control of absences at the staff member's home (within the province of Athens), cost per visit / total cost;
3. Number of medical control of absences at the staff member's home (outside of the province of Athens), cost per visit/ total cost.

Case-by-case, by written request, ENISA shall provide the selected contractor with the ENISA staff member's details (name/surname, date of birth, gender, address, contact details). The selected contractor shall contact the staff member within one working day from receipt of the written request. The medical control shall take place within three working days from the date of contact with the staff member if within the province of Athens and/or within five working days from the date of contact with the staff member if outside of the province of Athens.

Should this not be possible, the selected contractor shall propose the first available date.

3.7.2. Ordering of services foreseen under task 3.5:

Taking into account the unforeseen nature of the tasks described under task 3.5, these shall be carried out upon ad-hoc requests via email request of the ENISA HR team.

In the case therefore, the above services are needed a detailed "Request for offer" will be issued specifying the relevant content of the services to be provided and will be accompanied by the relevant Order Form.

The ENISA HR sector shall provide necessary documentation on the nature of the services required and of its specific needs. The medical service provider, as soon as possible, but no later than 5 working days will submit an offer for the requested services, which includes a timeframe for the service requested to be provided.

3.7.3. Reporting - Medical inspection to certified sick leaves

At the end of the medical inspection, the medical advisor shall complete the following reports:

1. A medical report which provides details of the medical condition of the staff member examined, examinations undertaken, contact with family doctor (having obtained prior consent of the staff member). This report shall only be provided to the staff member and/or another medical doctor (e.g. the family doctor), as indicated by the staff member;
2. A medical inspection report which provides only the opinion of the medical advisor concerning the absence of the staff member (justified or unjustified). This report does not include any information with regard to the medical condition of the staff member (as in the medical report above).

In addition, the reports shall contain the following information:

- Name of the ENISA staff member;
- Dates of the appointment;
- Name of the medical advisor;
- Date and signature of the medical advisor.

The medical advisor in turn communicates only the medical inspection report, indicating his/her opinion with no medical details, to the Human Resources Unit.

3.8. Standard Reporting obligations under the Framework Contract

The work carried out by the medical service provider under the framework contract will be the subject of the following reports:

Deliverable	Title and description
D1	Interim Reports – following the provision of medical services as described above, quarterly reports will be issued, to be attached to the invoice. The reports should describe the services performed. They should contain: the number of examinations held, the name of the staff members and the timesheets of the medical services provided by the medical service provider.
D2	Ad-hoc reports – in unforeseen situations, upon separate request of the ENISA HR team.
D3	Annual Report – must indicate the number of booked visits on an annual basis, the attendance list, the number of re-scheduled visits, total number of no-show ups (if any), and any other relevant information or statistical data, as requested by ENISA. The report has to be presented no later than 20 December of each year in question.
D4	Final report – shall describe the services performed throughout the duration of the framework contract, the problems encountered and solutions found, any limitations or obstacles due to unforeseen problems (if applicable). It should be attached to the last invoice to be paid by the ENISA in line with the contractual terms. The Final report must include: an executive summary in English of the main services provided and an abstract of no more than 200 words.

Presentation and references:

The data in above reports shall be presented with an appealing layout, containing tables as well as appropriate graphics to illustrate the services provided.

All reports must be sent to ENISA by the contractor both in hard copy and electronic format, duly signed. They should have numbered paragraphs and pages and a clear identification, including:

- the contract number (not the call number),
- the title,
- the version (draft, revision or final) and
- the date.

The reports shall be in English.

3.9. Reimbursement of expenses

If the service requested for the control of absences is foreseen outside the Athens area, travel and subsistence expenses shall be paid in accordance with Article I.5.3 and II.22 of the draft contract in Annex B(b).

3.10. Professional medical deontology

The medical service provider must respect the medical deontology required under Greek law for the accomplishment of the tasks foreseen in the framework contract.

The medical reports (i.e. medical clearance, medical certificates, and medical results) shall be provided in a clear and comprehensive way.

3.11. Meetings between the Agency and the medical service provider.

Following the signature of the framework contract, a kick-off meeting will take place after the signature of the framework contract between ENISA representatives and the representative of the medical service provider at the ENISA premises or via means of tele-conference.

During the implementation of the framework contract, the medical services provider, might be requested to participate in co-ordination meetings (maximum three per year) with ENISA representatives. Those meetings will be scheduled at least 5 working days in advance to allow the contractor to plan its participation.

The costs of the contractor to participate in the meetings with ENISA representatives shall not be invoiced and therefore will not be covered separately by ENISA.

3.12. Contract management

The contractor shall appoint a contract manager. He or she shall be responsible for the overall management and administration of the framework contract including the organisation of appointment schedules, requests from and communication with ENISA, i.e. invoicing, etc.

The nominated contract manager shall be able to communicate fluently in the English language. The contractor shall provide an e-mail address and phone number to which all communication shall be channelled.

The contractor shall ensure that sufficient provisions are made to ensure all holidays/absences of its staff are adequately covered, in order to ensure continuous provision of services subject to the contract during all regular working days in Greece, from 08:00 to 18:00 during working days (Monday to Friday).

The tenderer shall describe the working method and working arrangements in place.

3.13. Location

As ENISA is located both in Athens and in Heraklion / Crete, the medical service provider's premises must be located in those two geographical locations, to a location easily accessible by means of private and public transport.

If certain services applied to the staff member/candidate in person need to be performed in a different location (e.g. in the case of subcontracting) it should be reachable from the main location within a reasonable distance by means of public transport. The tenderer should provide the medical services within maximum 3 different locations (preferably in one location).

3.14. Use of language

All communication (during the implementation of the framework contract, i.e. before, during and after the medical examination, orally and in writing) must be carried out in English.

Should the patient request so, the oral communication during the examination may be carried out in Greek.

3.15. Keeping medical information and medical files

The awarded medical service provider will be responsible for keeping all necessary medical and administrative documents, reports and files, etc., under the staff member's / candidate's name and retaining of all medical files in locked cabinets, with the results of relevant tests and any other supporting documentation.

The medical service provider will have to retain all medical files for all of the medical services for the period of time requested by ENISA, including those of the pre-recruitment candidates and of staff members who have left ENISA.

No additional payment will be made for keeping the medical information and medical files (its costs should be included in the prices of Task 1-2).

3.16. Service management

All the above specified services, to be provided as per the relevant Framework contract shall be coordinated by a "Service Manager", who will be the operational interface and the main contact point between the selected contractor and ENISA for all the administrative management.

- The Service Manager will be responsible for all administrative aspects related to the contract execution, such as Order forms, invoicing, payments and reporting.

His/her main responsibilities will be to:

- Provide excellent customer service;
- Liaise with the Human Resources sector;
- Receive and acknowledge ENISA requests for services in a timely manner and dispatch such requests appropriately within the selected contractor's organisation;
- Ensure that ENISA's requests regarding the contract execution are performed within the deadlines indicated in the draft Framework contract on implementation modalities
- The presence of the Service Manager or his/her backup is compulsory during working hours from Monday to Friday (from 10.00 am to 12.30 pm and from 14.30 pm to 16.00 pm);
- The cost for service management shall be considered as included in the price for the services as described above, also in the case a single service is implemented through an Order form.

- ENISA shall not be charged for any expense due to the provision of service management services, except in the case of on demand service management.
- The following main deliverables are expected:

Main Deliverables

- Coordinate service execution at all levels within contractor's remits;
- Act as first line support to all ENISA staff;
- Answer phone calls, respond to e-mail requests, follow-up with requests, incident management, problem diagnosis and resolution;
- Provide input for the development of new forms and templates, as required;
- Provide the necessary follow up to all inquiries answering to users questions and requests;
- Contribute to:
 - Improvement of work processes;
 - Ensure the maximum level of availability of the Services
- Ensure that all the recurrent operational activities, pre-defined and agreed with ENISA are satisfactorily performed within agreed timescales;
- Ensure that all the non-recurrent activities, requested by ENISA are satisfactorily performed within agreed timescales and quality levels;
- Ensure that all the activities performed are compliant with ENISA's policies and procedures as specified in the Framework contract;
- Act as single point of contact for ENISA in case of problems with the Contractor's Staff;
- Produce statistics and management reports that will demonstrate the efficiency of the provided Services, as well as all the reports for the services as described in section 3.

3.17. Remuneration and payment modalities

An invoice shall be issued on completion of the set of sessions ordered for which the Counsellor(s) shall receive an all-inclusive hourly rate (management of contract, reports to be submitted at end of approved sessions, travel, subsistence and any other related expenses).

The invoice shall indicate the reference number of the contract, the reference number of the Order Form received, the service provided, the total number of hours (each individual consultation should normally last for one hour), period of reference and amount requested.

The name of the staff member shall not appear on the invoice for data protection reasons.

In the case of mediation and attendance at meetings, the Counsellor shall receive a payment based on the hourly rate.

3.18. Protection of personal data

During the performance of the contract, the Contractor will have access to personal data, the disclosure of which may undermine the protection of the privacy and the integrity of individuals, in particular pursuant to EU legislation regarding the protection of personal data.

Processing of personal data in the context of this contract shall comply with the legal framework on data protection, i.e.:

- Regulation (EU) 2018/1725 ('the EDPR') as concerns personal data processing by the selected contractor in execution of the contract with Cedefop;
- Regulation (EU) 2016/679 (General Data Protection Regulation – 'the GDPR') as concerns personal data processing carried out by the contractor on its proper behalf as a controller.

The EDPR constitutes the specific data protection legal framework applicable to institutions, bodies, offices and agencies of the European Union, including Cedefop, mirroring the GDPR applicable within the Union.

Regarding personal data processing by the selected contractor in execution of the contract with Cedefop, the contractor shall therefore ensure that personal data is processed in accordance with Article 29 of Regulation (EU) 2018/1725 and, in particular that there are adequate confidentiality arrangements in place to prevent unauthorised disclosure of information by the staff of the Contractor or, if applicable, of its sub-contractors.

All tenderers must therefore submit with their tenders the duly filled-in and signed Data Protection Agreement (DPA) found in Annex K(b).

3.19. Specification regarding insurances

The successful bidder, prior to the signing of the contract, must provide a Public Liability Insurance Contract. This insurance must be renewed every year until the end of the framework contract at the sole cost and expense of the Contractor; the insurance carrier should be registered according to the national laws.

4. SPECIFIC INFORMATION CONCERNING PARTICIPATION TO THIS TENDER PROCEDURE

Participation to this tender procedure is only open to tenderers who are in a position to subscribe in full to the “**Declaration on honour on exclusion criteria and selection criteria**”, given in Annex C. All tenderers, all group (consortium) members (if any) and any subcontractor/s (identified as per point 4.2 below) **MUST** provide the declaration on honour found in Annex C duly signed and dated.

4.1. Exclusion Criteria

The purpose of the exclusion criteria is to determine whether an economic operator / tenderer is allowed to participate in the procurement procedure or to be awarded the contract.

The exclusion criteria will be assessed in relation to each company individually.

Before the award decision, the contracting authority shall request documentary evidence on compliance on the exclusion criteria set out in the present tender specifications, as described in Annex C (point VI). All tenderers are invited to prepare in advance the documents related to the evidence, since they may be requested to provide such evidence within a short deadline. Failure to provide valid documentary evidence within the deadline set by Cedefop shall lead to the rejection of the tender for the award of the contract, unless the tenderer can justify the failure on the grounds of material impossibility.

Please note that a request for evidence in no way implies that the tenderer has been successful.

4.2. Selection criteria

The selection criteria concern the tenderer's capacity to execute similar contracts.

The tenderers must submit documentary evidence (including statements, where required) of their economic, financial, technical and professional capacity to perform this contract.

Each and all requirements for economic and financial capacity should be fulfilled by the tenderer - alone (in the case of single tenderers) or as a whole (in case the tenderer is a grouping/ consortium). Participation in tendering is open to all legal persons bidding either individually or in a grouping (consortium) of tenderers.

Tenderers must not be subject to conflicting professional interests which may negatively affect the contract performance. In accordance with Article 167(1) and recital 104 of the Financial Regulation, Cedefop reserves the right to reject a tenderer where it is established that he has such conflicting professional interests.

4.2.1. Economic and Financial capacity

The tenderer must have the economic and financial capacity to perform the contract, as defined below under 'Requirements'.

Requirements for Lot 1 and Lot 2:

(Each Lot will be evaluated separately. As a result, the below requirement must be fulfilled per Lot).

- The average annual turnover of the tenderer for the last **three** (3) financial years concerning the type of services covered in this call for tenders should be at least **150,000 €**

Proof of economic and financial capacity **must** be documented by:

- A Signed Statement (Please fill-in and sign your Statement in Questionnaire 2 of Annex G) of the tenderer's turnover for the last **three** financial years concerning the type of services similar in nature to those making the subject of this call for tenders.

In case of a consortium (grouping) or subcontracting each member of the consortium and all subcontractors (in line with points 5.1 or 5.2 below) must provide the required statement for the economic and financial capacity. **The assessment of whether the minimum requirement is met will bear on the consortium as a whole or the tenderer/consortium together with his subcontractors.**

Before the award decision, the contracting authority shall request Audited Financial Statements (Audited Profit and Loss Account/ Statement or equivalent) if these are foreseen by the respective national legislation. Should total subcontracting exceed 40% of the work by value, Cedefop reserves the right to request audited financial statements also from the subcontractors. For tenderers or subcontractors (identified as per point 5.2 below) who are natural persons / freelancers, a tax declaration and tax clearance statement for the last **three (3)** financial years will be requested.

If, for some exceptional documented reason any tenderer (or any consortium member or subcontractor) is unable to provide one or other of the above documents for each Lot, they will be required to justify in writing the non-provision and may prove their economic and financial capacity by any other document which Cedefop considers appropriate. Cedefop reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

Please note that such a request in no way implies that the tenderer has been successful.

4.2.2. Technical and professional capacity

The Tenderers are required to have sufficient technical and professional capacity to perform the contract.

They must demonstrate qualifications, knowledge, skills and the ability to perform the tasks outlined in [section 2](#) for Lot 1 and [section 3](#) for Lot 2.

Requirements for Technical and professional capacity for Lot 1 and Lot 2

(Each Lot will be evaluated separately. As a result, the below requirements must be fulfilled per Lot).

The Tenderers shall:

- Meet all the legal requirements and demonstrate full compliance with the requirements of the applicable law for medical units;
- Have provided services in the past **5 (five)** years in execution of **at least 3 contracts** in the field of medical services, with a combined total value of **200.000 €** at minimum;
- Have adequate resources to perform the services requested and more specifically:
 - 1) The **Medical advisor** shall comply with the following profile requirements:
 - Have a recognised university medical degree and a valid license to practice in any of the following fields:
 - general medicine (General Practitioner),
 - internal medicine (Internist).
 - Must be authorised to provide medical services in Greece in accordance with the Greek law and be registered in the national register of doctors in Greece;
 - Have a **minimum** of 5 years' full-time equivalent professional experience, in the relevant medical field(s) after award of the specialisation;
 - Have knowledge of both written and spoken English (level C1 as determined in the 'Language levels of the Common European Framework of Reference' - CERF¹⁵).

¹⁵ <https://www.coe.int/en/web/common-european-framework-reference-languages/level-descriptions>

Minimum 2 CVs are required per Lot, one regular medical advisor and one back-up.

- 2) Each **medical staff member** of the tenderer (doctors) that will be assigned to both Agencies must:
- be qualified and licensed to practice medicine in Greece in their field of specialty;
 - **possess at least 5 years** individual experience in their area of specialty, after award of the specialisation;
 - have knowledge of both written and spoken English (level C1 as determined in CERF).

The specialties required are the following:

- ✓ radiologist
- ✓ cardiologist
- ✓ gynaecologist
- ✓ ophthalmologist
- ✓ ear, nose and throat doctor

Minimum 2 CVs per specialty are required, one regular doctor and one back-up.
The minimum number of CVs requested per Lot is 10.

- 3) The **administrative staff** (contract/service managers) assigned to the Agency must have experience in providing similar services (as described in point 2.3 for Lot 1 / points 3.12 and 3.16 for Lot 2) for **at least 3 years**, and knowledge of both written and spoken English (at least level B2 or above as determined in CERF).

Minimum 2 CVs are required per Lot, one regular member and one back-up.

- 4) The **Technicians** of medical equipment required for conducting the tests described in the technical specifications must be qualified according to the Greek law.

The minimum experience in years as requested above is calculated until the deadline of submission of offers.

Proofs / Evidences of Technical and professional capacity for Lot 1 and Lot 2:

The following documents or information must be presented by the tenderer to prove his/her technical and professional capacity to perform the proposed contract:

- Proof of enrolment in a relevant professional register showing that the tenderer is compliant with the Greek legislation on establishment and operating a medical unit, **supported by copies of the respective licenses**;
- **List of at least 3 contracts** with services provided by the deadline for submission of offers, describing the contracting authorities, the subjects, the amounts, the dates, the percentage and the specific tasks performed by the tenderer (**please fill-in Questionnaire 3 of Annex G**);
- **Brief company/business profile** to prove the ability, technical know-how, experience and expertise needed for the provision of the required services under this call for tenders (**please fill-in Questionnaire 4 of Annex G**).
- The **detailed CVs** for the doctors (minimum 2 CVs per profile, 12 CVs in total per lot), documenting the relevant experience and competences as described above per specialty. The level of knowledge of English should also be specified. The certificates of specialisation and the valid licenses of all doctors assigned per Lot must also be attached to the CVs.

- The detailed CVs (minimum 2 per Lot) for the administrative staff providing customer service to Cedefop and ENISA.
- A self-declaration by the tenderer that the technicians who will conduct the tests and use the medical equipment are qualified according to the Greek law.

4.3. Legal Status

Tenderers may choose between submitting a joint offer (see 5.1) as a Consortium / Grouping or introducing a bid as a single tenderer, in both cases with the possibility of having one or several subcontractors (see 5.2). Whichever type of bid is chosen, the tender must stipulate the legal status and role of each legal entity in the tender proposed (see also 5th bullet of point 5.1. below). To identify himself (and any other participating entities, if applicable), the tenderer must complete **Questionnaire 1 in Annex G**. In the same Questionnaire each tenderer (and each member of the group in case of joint tender) must declare whether it is a Small or Medium Size Enterprise in accordance with Commission Recommendation 2003/361/EC which can found in the following link: <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2003:124:0036:0041:en:PDF>.

Tenderers (including all members of the group in case of joint tender) are also requested to provide a **Legal Entity Form** found in **Annex D**, accompanied by all supporting documents and information as indicated in the form.

The Legal Entity Form should be completed and signed by the representative(s) of the tenderer authorised to sign contracts with third parties.

The Legal Entity Form should not be submitted by sub-contractors (if any).

The tenderer (or the leader in case of joint tender) must also provide a **Financial Identification Form** (available in **Annex E**) with its supporting documents. Only one form per tender should be submitted. No form is needed for subcontractors and other members of the group in case of joint tender.

5. ADDITIONAL INFORMATION CONCERNING PARTICIPATION TO THIS TENDER PROCEDURE

Participation in Cedefop tendering procedures is open on equal terms to all natural and legal persons or groupings of such persons (consortia) falling within the scope of the Treaties. It includes all economic operators registered in the EU and all EU citizens. Pursuant to Article 176 of the Financial Regulation the participation is also open to all natural and legal persons from non-EU countries that have a ratified agreement with the European Union in the field of public procurement on the conditions laid down in that agreement. Cedefop can therefore accept offers from and sign contracts with tenderers from the following countries: the 27 EU Member States (excluding the UK), 3 EEA Countries (Liechtenstein, Norway, Iceland) and 6 SAA Countries (North Macedonia, Albania, Serbia, Montenegro, Bosnia & Herzegovina and Kosovo).

The procurement (tender) procedures of Cedefop are **not** open to tenderers from GPA¹⁶ countries, except the above-mentioned countries.

The rules of access to the market do not apply to subcontractors.

Economic operators can submit a tender either as a sole economic operator (sole tenderer) or as a group of economic operators (joint tender). In either case subcontracting is permitted.

In order to fulfil the selection criteria set out in Section 3.2 the tenderer can rely on the capacities of subcontractors or other entities that are not subcontractors.

The role of each entity involved in a tender (hereafter referred to as “involved entity”) must be clearly specified in the eSubmission application: i) sole tenderer, ii) Group leader of a group of tenderers, iii) member of a group of tenderers, or iv) subcontractor. For an entity on whose capacities the tenderer relies to fulfil the selection criteria (that is not a subcontractor), this role is defined in the statement (Annex J(b)). This applies also where the involved entities belong to the same economic group.

5.1. Joint Offers/ Groupings (Consortia)

A joint tender is a situation where a tender is submitted by a group of economic operators (consortium). Joint tenders may include subcontractors in addition to the joint tenderers.

- Groupings (consortia), irrespective of their legal form, may submit a tender on condition that it complies with the rules of competition. A consortium may be a legally-established permanent grouping, or informally constituted group of tenderers submitting an offer (joint offer) for a specific tender procedure.
- Cedefop does not require consortia (if any) to have a given legal form in order to submit a tender but reserves the right to require a consortium to adopt a given legal form before the contract is signed (if this change is necessary for proper performance of the contract). This can take the form of an entity with or without legal personality but offering sufficient protection of the contractual interests of Cedefop.
- If awarded the contract, the tenderers of the group (consortium) will have an equal standing towards Cedefop in executing it.

¹⁶ https://www.wto.org/english/tratop_e/gproc_e/memobs_e.htm .

- A grouping (if any) of firms must nominate one party to be responsible for the receipt and processing of payments for members of the grouping, for managing the service administration, and for coordination.
- Tenders submitted by consortia of firms must specify the role, qualifications and experience of each member or of the group (please fill-in the respective Questionnaires in Annex G).
- Each member of the group (consortium) must provide the required evidence for the exclusion and selection criteria. **Concerning the selection criteria, the evidence provided by each member of the group (consortium) will be checked to ensure that the consortium as a whole fulfils the criteria.**
- The offer has to be signed by all members of the group (consortium). However, if the members of the group so desire they may grant an authorisation to one of the members of the grouping (consortium). In this case they should attach to the offer a power of attorney (see model in Annex I) authorising this company or person to submit a tender on behalf of the grouping (consortium). For groupings not having formed a common legal entity, Annex I, model 1 should be used and separate legal entity forms (see point 4.3 and Annex D) should be completed and signed by all members. For groupings with a legal entity in place, Annex I, model 2 and one legal entity form (see point 4.3 and Annex D) should be completed and signed only by the single representative of the consortium.

The contract will have to be signed by all members of the group (consortium). If the members of the group (consortium) so desire, they may grant authorisation to one of the members of the grouping by signing a power of attorney. The same model as above duly signed and returned together with the offer (Annex I) is valid also for signature of the contract.

Partners in a joint offer assume joint and several liability towards Cedefop for the performance of the contract as a whole.

Changes in the composition of the group during the procurement procedure (after the submission deadline and before contract signature) shall lead to rejection of the tender except in case of a merger or takeover of a member of the group (universal succession), provided that the new entity has access to procurement (see above) and is not in an exclusion situation, (see Section 4.1).

In any case the selection criteria must be still fulfilled by the group and the terms of the originally submitted tender may not be altered substantially, i.e. all the tasks assigned to the former entity must be taken over by the new entity member of the group, the change must not make the tender non-compliant with the tender specifications, and the evaluation of award criteria of the originally submitted tender may not be modified.

5.2. Subcontracting/Subcontractors

Subcontracting is defined as the situation where a contract has been or is to be established between Cedefop and a contractor and where the contractor, in order to carry out that contract, enters into legal commitments with other entities for performing part of the service. If awarded, the contract will be signed by the selected Tenderer (the Contractor), who will be vis-à-vis Cedefop the only contracting party responsible for the performance of this contract. Cedefop has no direct legal commitment with the subcontractor(s).

The contractor retains full liability towards Cedefop for performance of the contract as a whole. Cedefop will treat all contractual matters (e.g. payments) with the contractor, whether or not some tasks are performed by a subcontractor. Under no circumstances can the contractor avoid liability towards Cedefop on the grounds that the subcontractor is at fault.

Any subcontracting/subcontractor must be approved by Cedefop, either by accepting the bidder's tender, or, if proposed by the Contractor after contract signature, in writing by an exchange of letters.

In the latter case subcontracting/subcontractor will be accepted only if it is judged necessary and does not lead to distortion of competition.

Tenderers are free to choose their subcontractors from both eligible and non-eligible countries. Thus, in principle all economic operators can act as subcontractors of eligible tenderers.

The tenderer must clearly indicate the identity of each Subcontractor and the percentage of work by value that he will perform for this contract (please fill in Annex G).

Identified subcontractors must provide a letter of intent (Annex J) stating their intention to collaborate in the execution of the tasks subject to the above call for tenders. In case the intended share of the contract is **above 10%** per subcontractor or above 40% in total, they **must comply** with the same exclusion criteria (as described in point 4.1) applicable to tenderers and **must submit** the "*Declaration on honour on exclusion criteria and selection criteria*" (Annex C) filled-in and signed by the respective Subcontractor;

If the subcontractors' capacity is necessary to fulfil the selection criteria applicable to tenderers, they shall also submit the documents related to the economic/financial and technical/professional capacity of the Subcontractor (as described in point 4.2) necessary for evaluating of the combined capacity (as a whole) of the tenderer together with his subcontractor(s).

Changes concerning subcontractors identified in the tender (withdrawal/replacement of a subcontractor, additional subcontracting) during the procurement procedure (after the submission deadline and before contract signature) require the prior written approval of the Contracting authority subject to the following verifications:

- any new subcontractor is not in an exclusion situation;
- the tenderer still fulfils the selection criteria and the new subcontractor fulfils the selection criteria applicable to it individually, if any;
- the terms of the originally submitted tender are not altered substantially, i.e. all the tasks assigned to the former subcontractor are taken over by another involved entity, the change does not make the tender non-compliant with the tender specifications, and the evaluation of award criteria of the originally submitted tender is not modified.

Subcontracting to subcontractors identified in a tender that was accepted by the Contracting authority and resulted in a signed contract, is considered authorised.

If such documents are not provided, the Agency shall assume that the tenderer does not intend to subcontract.

5.3. Entities on whose capacities the tenderer relies to fulfil

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. He must in that case prove to the contracting authority that he will have at his disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place their resources at his disposal. This obligation must be fulfilled by presenting signed statements from those entities (Annex J(b)). Please note that natural persons (individuals, freelancers) are also considered 'entities' for this purpose.

6. AWARD OF THE CONTRACT

The contract will be awarded to the lowest bid that satisfies all exclusion and selection criteria and technical parameters.

The tender(s) which meet(s) all (and each) minimum characteristics / requirements will be considered technically compliant.

Only the technically compliant tenders will be subject to Financial (Price) Evaluation. The compliant lowest price offer will be the winning one.

6.1. Minimum technical requirements

The evaluation will be carried out lot-by-lot-

Tenderers must fulfil all mandatory technical requirements per Lot in order to continue to the evaluation of the technical tender. The below tables are to be found in Annex L(a) for Lot 1 and L(b) for Lot 2 and tenderers should fill-in accordingly and sign.

Terms of Reference requirements and services Lot 1	Evaluation of Compliance of each offer with the Technical Requirements based on the tenderer's reply (Yes / No)
Ability to provide all sorts of medical advice services as required in Section 2 of the Terms of Reference	
Ability to provide the medical services as required in points 2.2.7 and 2.2.8 of the Terms of Reference	
Ability to provide the administrative services as required in points 2.3 and 2.5 of the Terms of Reference	
Compliance with requirements regarding creation, organisation and maintenance of medical files and concerning reporting described in points 2.2.11 and 2.2.12 of the Terms of Reference	
Ability to provide occupational medicine services as required in point 2.2.8 of the Terms of Reference	
Ability to participate in invalidity procedures as described in point 2.2.9 of Terms of Reference	
Compliance with data protection requirements as well as regarding the retention and transfer of medical files as described in point 2.8 of Terms of Reference and DPA (Annex K(a))	

Terms of Reference requirements and services Lot 2	Evaluation of Compliance of each offer with the Technical Requirements based on the tenderer's reply (Yes / No)
Ability to provide all sorts of medical advice services as required in Section 3 of the Terms of Reference	
Ability to provide the health services as required in point 3.3 and 3.4 of the Terms of Reference	
Ability to provide the administrative services as required in points 3.16 and 3.17 of the Terms of Reference	
Compliance with requirements regarding creation, organisation and maintenance of medical files and concerning reporting described in points 3.7.3, 3.8 and 3.15 of the Terms of Reference	
Ability to provide occupational medicine services as required in points 3.5 of the Terms of Reference	
Ability to organise arbitration procedures as described in point 3.6 of the Terms of Reference	
Compliance with data protection requirements as well as regarding the retention and transfer of medical files as described in point 3.18 of Terms of Reference and DPA (Annex K(b))	

The tender(s) who meet(s) all (and each) **minimum characteristics/requirements** will be considered technically compliant.

All non-compliant tenders will be eliminated at the stage of technical evaluation and the contract will be awarded to the tenderer with the least expensive, compliant tender.

6.2. Financial evaluation

Financial Proposals should be compared for each lot. The financial evaluation should identify the best Financial Proposal/Scenario *for each lot* on the basis of the **Total Price** offered (**Total Financial Offer TFO**) *per lot* in the Financial Proposal table (see point 6.3).

The tenderers must fill-in the financial offer tables 1 to 3 (found in tabs 2-4) in Annex H(a) for Lot 1 and Annex H(b) for Lot 2 which presents a detailed breakdown of the prices offered for all the required services. **The unit prices per examination are binding and will be used as basis for the execution of the contract via order forms.** All services that shall be provided should be included in these prices.

The Financial Scenario is described in the first tab of Annex H and is automatically calculated from the financial offer (tab 2-4 of Annex H). It serves as a method for the calculation of the Total Financial Offer (TFO) that will be used for evaluation purposes **only**.

Please note that Cedefop estimates for quantities are indicative and do not constitute any kind of legal obligation for the Centre. All non-compliant tenders will have been eliminated at the stage of technical evaluation, so the contract will be awarded to the tenderer submitting the least expensive, compliant tender.

Information concerning price

- The prices quoted must be fixed and not revisable for the first year of the contract. From the 2nd year onwards price revision will be subject to the provisions of Articles I.5.2 and II.20 of the draft Framework Contract shall apply (see Annex B).
- Prices must be quoted in EURO and include all expenses.

Under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities, Cedefop and ENISA are exempt from all charges, taxes and dues, including value added tax (VAT). Such charges shall therefore not be included in the calculation of the price quoted.

For Lot 1: invoices addressed to Cedefop **will include VAT** which is paid by Cedefop and later reimbursed by the State.

For Lot 2: invoices addressed to ENISA **will not include VAT** because ENISA is directly exempt from VAT payment. ENISA will provide the contractor with a VAT exemption certificate issued by the Greek State for each invoice addressed to ENISA.

6.2.1. Evaluation of abnormally low prices

If any tender's price appears to be abnormally low in relation to the *services* offered, and in order to check if the tender can be considered valid, the evaluation committee will, before it may reject this tender, send a request for clarifications to ask for explanations on the components of the tender which it considers relevant to the presumed abnormally low price and shall verify those constituent elements taking account of the explanations received. If in that relation the tenderer cannot explain his price on the basis of the economy of the services or supplies offered, or the method used, or the technical solution chosen, or the exceptionally favourable conditions available to the tenderer, the tender will be rejected.

6.3. Financial Proposal / Financial Scenario

The total price in EUR needs to be encoded in the *e-Submission* application¹⁷.

The completed Financial Proposal form, **ALSO** needs to be uploaded in the relevant section:

"Tender" "[name of Call for Tender]"

The tenderer selects the "Financial Tender" document from the dropdown box ("Financial Tender or Technical Tender"). The e-Submission application allows attachment of as many documents as necessary.

Tenderers should not disclose their Financial Proposal in any other part of their tender (technical proposal, supporting documents) other than the relevant section (Financial tender) in the e-Submission application.

¹⁷ For more information please consult the e-Submission Quick Guide available at:

https://webgate.ec.europa.eu/digit/opsys/esubmission/assets/documents/manual/quickGuide_en.pdf

The Financial Proposal(s) must be clear and in compliance with the tender specifications.

The Financial Proposals will be checked for any arithmetical errors in computation and summation.

In the case of errors in the multiplication of the unit price and the quantity, the unit price as quoted will be the price taken into account for the evaluation of the offer (not applicable for global price contract). The Tenderers will be requested to confirm in writing the corrected calculation so that it may eventually be included in the contract.

Please note that the estimates for quantities under the Lots 1 and 2 are indicative and do not constitute any kind of legal obligation for Cedefop and ENISA.

In case of discrepancy between the total reference price indicated in the financial proposal(s) in annex H and the price encoded in the e-Submission application, the price mentioned in annex H shall prevail.

7. INFORMATION ON PRESENTATION AND CONTENT OF TENDER

It is important that tenderers provide all documents necessary to enable the Evaluation Committee to assess their tender. Tenderers should fully respect the instructions as indicated in the procurement documents.

In addition, below you will find details of the required documentation.

7.1. Supporting documents

- the *“Declaration on honour on exclusion criteria and selection criteria”* requested in section 4 and standard template(s) found in Annex C (per Lot);
- the *Selection criteria documents* as requested in points 4.2, 5.1, 5.2 (per Lot)
- *Questionnaires 1 – 5* as found in Annex G (per Lot)
- *Compliance with minimum technical requirements as per point 6.1 and Annex L* (per Lot)
- *Power of Attorney* (Model 1 or 2) if any, as required in point 5.1(if applicable) and found in Annex I (per Lot)
- *Model of Letter of Intent for Subcontractor/s* if any as required in point 5.2 (if applicable) and found in Annex J(a) (per Lot)
- the *Legal Entity Form* as requested in point 4.3 and found in Annex D (per Lot)
- the *Financial Identification Form* as requested in point 4.3 and found in Annex E (per Lot)

In the case of tenders submitted by groupings (consortia) or involving contribution by subcontractors, all relevant documentation as requested in points 5.1 and 5.2 respectively (with reference to points 4.1, 4.2 and 4.3) should also be submitted.

7.2. Financial proposal

- the Financial Proposal in Annex H(a) for Lot 1 / Annex H(b) for Lot 2 containing all information requested in point 6.2 & 6.3.

ANNEX A

Contract Notice

(Given as a separate file in *.pdf format)

ANNEX B

Draft Contract per Lot

(Given as a separate file in *.pdf format)

ANNEX C

‘Declaration on honour on exclusion criteria and selection criteria’ per Lot

(Given as a separate file in *.docx format)

ANNEX D

Legal Entity Form

Legal Entity Form to be downloaded, depending on the nationality and legal status of the tenderer, from the following website:

http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

Legal Entity Form to be completed and signed by a representative of the tenderer (group leader in case of consortium, with indication of entity, name and function) authorised to sign contracts with third parties. It should not be signed by sub-contractors (if any).

ANNEX E

Financial Identification Form

To be downloaded, depending on the nationality of the tenderer, from the following website:

http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_fr.cfm

and completed and signed by an authorised representative of the tenderer (group leader in case of consortium, with indication of entity, name and function), but not by subcontractors.

PLEASE NOTE:





Please indicate the BIC (Bank Identification Code) in the REMARKS box of the downloaded form.

ANNEX F

Check list of mandatory documents

The purpose of the table below is to facilitate the preparation of the tender by providing an overview of the documents that shall be included (marked by ■) depending on the role of each economic operator in the tender (coordinator/group leader in joint tender, partner in joint tender, single tenderer, subcontractor/external expert). Some of the documents are only relevant in cases of joint tenders or when subcontractors are involved. Additional documents might be necessary depending on the specific characteristics of each tender. Documents that must be signed are marked with a signature icon (✍).

Description	For joint tenders submitted by a consortium				Where to fill in / upload a document in e-Submission
	Single tenderer	Coordinator or group leader in joint tender	All partners in joint tender	Sub-contractor /External expert	
Submission Receipt	■✍	■✍			Generated by the e-Submission application once all information and documents below have been encoded and uploaded in the application
Power of attorney of partners in joint tender indicating the group leader (point 5.1 & Annex I)			■✍		<i>Attachments' section - >'Technical and professional capacity' tab</i>
Letter of intent of subcontractor (point 5.2 & Annex J (a))				■✍	<i>'Attachments' section - >'Technical and professional capacity' tab</i>
Letter of intent of external expert (point 4.2 & Annex J(b))				■✍	<i>Attachments' section - >'Technical and professional capacity' tab</i>
Legal Entity Form (point 4.3 & Annex D)	■✍	■✍	■✍		<i>'Attachments' section ->'Other documents' tab</i>
Supporting documents for the Legal Entity File Form (point 4.3 & Annex D)	■	■	■		<i>'Attachments' section ->'Other documents' tab</i>
Financial Identification form (either signed & stamped by the bank or accompanied by a recent bank statement) (point 3.3 & Annex E)	■✍	■✍			<i>'Attachments' section ->'Other documents' tab</i>

Description		For joint tenders submitted by a consortium			Where to fill in / upload a document in e-Submission
	Single tenderer	Coordinator or group leader in joint tender	All partners in joint tender	Sub-contractor /External expert	
Exclusion and Selection Criteria form (point 4 & Annex C)	■ 	■ 	■ 	■ 	'Attachments' section' -> 'Declaration on honour' ¹⁸
Evidence of Economic and financial capacity (point 4.2.1)	■	■	■	■	'Attachments' section - >'Economic and financial capacity' tab
Evidence of Technical and professional capacity (point 4.2.2)	■	■	■	■	'Attachments' section - >'Technical and professional capacity' tab
Compliance with technical requirements (point 6.1 & Annex L)	■	■	■	■	'Attachments' section - >'Technical and professional capacity' tab
The following sections shall be provided in the tender, their absence would mean rejection of the tender for incompleteness:					
Financial Proposal (point 6.2) & Annex H	■	■			'Tender Data' section - >'Financial tender' tab

¹⁸ When the *Declaration of honour* is signed by hand, a scanned copy must be attached to the tender in e-Submission and the hand-signed originals must be sent by letter to Cedefop (for more information see the Invitation to Tender)

ANNEX G

Questionnaires 1 – 5 per Lot

(Given as a separate file in *.doc format)

ANNEX H(a)

Financial Proposal for Lot 1

(Given as a separate Excel file)

ANNEX H(b)

Financial Proposal for Lot 2

(Given as a separate Excel file)

ANNEX I

Models of power of attorney

(Given as a separate file in *.doc format)

ANNEX J (a)

Model of Letter of Intent for Subcontractor/s

(Given as a separate file in *.doc format)

ANNEX J (b)

Model of Letter of Intent for External Experts

(Given as a separate file in *.doc format)

ANNEX K (a)

Data Protection Agreement (DPA) for Lot 1

(Given as a separate file in *.doc format)

ANNEX K (b)

Data Protection Agreement (DPA) for Lot 2

(Given as a separate file in *.doc format)

ANNEX L (a)

Minimum Technical Requirements for Lot 1

(Given as a separate file in *.doc format)

ANNEX L (b)

Minimum Technical Requirements for Lot 2

(Given as a separate file in *.doc format)
