



EUROPEAN COMMISSION
DIRECTORATE-GENERAL
JOINT RESEARCH CENTRE

Annex I – Part 2 - Technical specifications -

NL-Petten:
Provision of Occupational Health, Safety and Environmental Expertise to
JRC Petten

1. INTRODUCTION

The Joint Research Centre (JRC) in Petten is one of the scientific centres of the European Commission (EC) and consists of a multidisciplinary team of scientific, technical and support staff.

The JRC Petten provides scientific and technological contributions where a European perspective and independence of commercial and national interests are essential, and is continuously adapting to changes and future needs. The JRC Petten carries out research (laboratory and desk top) in the fields of clean and sustainable energy and transport addressing both nuclear and non-nuclear domains.

The facilities of the JRC Petten include offices located in several buildings, facility management areas and research laboratories and facilities. More information about the institute and its research activities can be found under: <https://ec.europa.eu/jrc/en/about/jrc-site/petten>

The JRC Petten has a certified Quality Management System (QMS) based on ISO 9001 (2008), an Environmental Management System (EMS) based on ISO 14001 (2004), a registration for Eco Management and Audit Scheme (EMAS) (2013) and a Safety Management System (SMS) based on OHSAS 18001 (2007). The High Flux Reactor installation and nuclear activities therein are not part of the JRC Petten scope of OHSAS 18001, ISO 14001 and EMAS¹.



Figure 1: Research Campus Petten - North Holland, with the JRC Petten located in the north part of the campus.

The JRC in Petten is located in an extensive dune area south of Callantsoog that extends to Petten ("Zwanenwater en Pettemerduinen"). The northern part of this area is an almost untouched landscape of predominantly calcareous dunes with damp and swampy valleys including some large dune lakes.

The JRC Petten is located right in the middle of one of those areas; about 12 ha (40%) of the JRC Petten terrain has since 2013 been designated as NATURA 2000 area. The JRC is currently in dialogue with the Province of Noord-Holland for the realisation of a Management Plan, in order to ensure that the existing rights and obligation of the JRC Petten site are respected alongside with the conservation objectives. The existing requirements are stipulated in the environmental license

¹ Eco-Management and Audit Scheme

which already meets the highest level of environmental protection. The Institute follows the Dutch and European environmental and safety legislation.

2. PURPOSE OF THE CONTRACT

The JRC Petten intends to award a (Framework) Service Contract (hereinafter 'the contract') for provision of Occupational Health and Safety expertise and Environmental Management expertise to assist the Safety, Health and Environment (SES) sector and the scientific units of the Institute which carry out laboratory research.

The services should be provided for the major part on-site and will necessitate a continuous presence on the JRC Petten premises of one Expert in Occupational Health and Safety approximately four days per week and one Expert in Environment approximately two days per week as defined in the chapter: 4.Work Estimate.

3. SERVICES TO BE PROVIDED

The services required are divided in two categories:

Category 1: Expertise in Occupational Health and Safety

Category 2: Expertise in Environmental Management

3.1. Category 1 Services: Expertise in Occupational Health and Safety

The following services have to be provided (S1 to S15) (non-exhaustive list):

1. Provide on-site assistance (at JRC Petten site) to the extent requested by the JRC Petten (e.g. issuing work permits, participate in safety tours, assistance during internal and external audits, including inspections carried out by authorities).
2. Provide written advice for questions received by JRC Petten in relations to the subject matter of the contract.
3. Provide advice and assistance related to the hazardous substances safety (including registration in a database (GROS), risk assessments, evaluation of the exposure, storage according to PGS 15).
4. Provide advice and assistance on health and safety issues including but not limited to: Management of change, asbestos, work equipment safety, electrical safety, fire safety.
5. Keep up to date the register of applicable legal requirements related to OH&S.
6. Monitor the JRC Petten compliance with all applicable legislation. Propose specific actions and develop procedures, subject to contracting authority's approval, in order to monitor/ensure legal compliance.
7. Produce documents for further development and implementation of the JRC Petten Safety Management System (procedures and work instructions, forms and registers) and contribute to the definition of the multi-annual programme and the annual plan, including implementation plans. In general, documents have to be prepared in the English language, upon request of JRC Petten also in Dutch.
8. Carry out the RI&E (Risk inventory and evaluation) and advise a plan of action. Certify the RI&E and the plan of action as per applicable Dutch legislation (endorsement by a certified Level III Safety Advisor).
9. Carry out risk assessment of workplaces, technical installations, and new installations.
10. Carry out assessments of Safety and Health Plans for the work carried out by the contractors working on site.
11. Review and further develop the accident prevention and emergency preparedness and response procedures.

12. Provide assistance in the procurement of safety equipment.
13. Perform internal inspections and report non-conformities. Propose an action plan to deal with such non-conformities.
14. Develop safety awareness and preventive measures (incl. training of staff).
15. Assist and advise on any items related to Occupational Health and Safety not mentioned above, upon request of the contracting authority.

The services shall be executed in compliance with:

- European Regulations (EU law)
- Dutch Law on working conditions (Arbowet, Arbobesluit, Arboregeling, etc.)
- Relevant Dutch standards (NEN)
- Environmental and KEW (Kernenergiewet) permit(s)
- OHSAS18001 "Occupational Health and Safety Management Systems", in the meantime replaced by ISO 45001 Safety Management System
- ISO14001 "Environmental Management Systems"
- ISO9001 "Quality Management Systems"
- Other applicable regulations and standards

3.2. Category 2 Services: Expertise in Environmental Management

The following services are to be provided (S1-14):

1. Provide on-site assistance (at JRC Petten site to the extent requested by the JRC Petten (e.g. assistance during internal and external audits and inspections carried out by authorities, participation in environmental tours).
2. Monitor requirements from licenses and other legislation and maintain up-to-date the register of applicable legal requirements.
3. Carry out a review of licences (advice and negotiation with authorities). Provide support in the implementation of "Activiteitenbesluit" and support in the renewal of licences.
4. Propose specific actions and/or procedures in order to ensure compliance. Monitor the implementation of such actions and procedures and report progress to the SES sector.
5. Monitor the JRC Petten compliance with all applicable legislation (i.e by participating in safety and environmental tours and develop procedures for compliance checking).
6. Develop documentation (implementation plans, procedure and work instructions, etc.) in cooperation with the SES sector. In general documents have to be prepared in the English language, upon request of JRC Petten also in Dutch.
7. Keep up to date the Environmental Aspect Register of the site and develop an associated action plan.
8. Further develop the Environmental Management System (multi-annual programme, annual plan, procedures and work instructions, forms and registers) including implementation plans.
9. Perform environmental risk assessment of laboratories and technical installations, new installations and for work by external companies.
10. Review and develop accident prevention and emergency preparedness and response.
11. Perform internal inspections and report non-conformities. Propose an action plan to deal with non-conformities.
12. Assist with the reporting in accordance with EMAS, verification and control on the content of the EMAS Environmental Statement. Guide the internal and external audits on EMAS.
13. Development of environmental awareness and preventive measures (incl. provision of training to staff).
14. Assist and advise on any items related to Environmental management not mentioned above, upon request of the contracting authority.

The services shall be executed in compliance with:

- European Regulations (EU law), including the EMAS Regulation
- Environmental Management Act (Wet Milieu Beheer) (Dutch law)
- Water law (Water Wet) (Dutch law)
- Natuurbeschermingswet
- Other applicable regulations and standards

3.3. Category 3 Services: Other Expertise

During contract execution, if need arises, the JRC Petten may require other expertise which do not fall in the scope of Occupational Health & Safety or Environmental Management. This need can not yet be defined, hence no specific profile or service scenario can be given at this point.

When the need is more defined, the JRC Petten can approach the contractor and request the contractor to foresee it in the needed support. The JRC will specify up front the estimated effort and tasks foreseen to be performed as well as any educational and professional criteria linked to the profile which is to be met. The tenderer shall indicate if he can foresee in the identified need and if indeed the case, will provide the JRC Petten with the CV of the person(s) proposed for the task(s) to prove fulfilment of the criteria. The hourly tariffs of the proposed person(s) shall be in line with the hourly rate of the profile of either service category 1 or category 2, depending on the affinity of the additional profile with either category. The above is likely to occur on very limited basis.

4. WORK ESTIMATE

Performance of the required services will, for the major part, necessitate a continuous presence on the JRC Petten of one Expert in OHS 4 (four) days per week and one Expert in Environment 2 days per week.

The following table presents an estimate of the annual resource requirements:

This estimate shall be used for purpose of award of the contract; however, no obligations to order services on the part of JRC can be derived from this.

Service Category 1:

Standard on-site [Man-days ² per year]	210 (1680 hours)
Specific project based assistance on-site/off site [Man-days per year]	100 (800 hours)

Service Category 2:

Standard on-site [Man-days per year]	110 (880 hours)
Specific project based assistance on-site/off site [Man-days per year]	15 (120 hours)

Before starting the work, the contractor must appoint a co-ordinator, who is the direct contact point for the JRC Petten. This co-ordinator can be one of the experts involved in the performance of the services.

The work estimate per profile includes project management activities (e.g. presence at meetings coordination and reporting activities). The cost of these project management activities must be included within the prices given in the Price Form (Annex 4) and cannot be invoiced as separate items.

5. WORKING METHODS AND CONSTRAINS

² 8 hours per day

5.1. Service provision

Provision of services will be based on orders issued by the contracting authority.

Orders may be either on a:

- fixed price basis for specific projects
- time and means basis for standard on-site assistance

The decision on the choice of the type of order rests with the JRC Petten.

5.1.1. Requests for services

For tasks to be performed on a time and means basis, the JRC Petten will make an estimate of the effort required and issue an order form for a total number of standard man-hours on-site assistance.

The work will be subsequently divided into various sub-tasks. The total price will be calculated on the basis of man-hour rate of the appropriate profiles for on-site assistance included in the Price Form of the FWC.

For fixed price orders, the JRC Petten will send a request for services for specific projects.

The contractor shall submit its specific offer to the JRC Petten, with a deadline of ten (10) working days following the receipt of such a request

Unless otherwise indicated in the request for services, the specific offer shall consist of the following elements:

- description of the tasks/work to be executed and list of the deliverables including list of documentation to be drafted/updated;
- constraints (human resources, time, planning, etc.);
- a project plan including all the required intervention or active participation of the JRC Petten;
- a conclusive and binding effort estimation, a fixed price calculated on the basis of the man-hours rate of the appropriate type (on-site, off-site) and profiles included in the Price Form of the FWC and the description of the methodology applied regarding the estimation of the project workload and related costs;

The JRC Petten shall have ten (10) working days to accept or reject the proposal.

The contractor may be requested to provide additional information/introduce modifications to its specific offer. In such a case, an updated specific offer shall be provided within two (2) working days following receipt of the request by the contractor.

Following the acceptance of the contractor's specific tender an order will be issued.

Within ten (10) working days of an order being sent by the JRC Petten to the contractor, the JRC Petten shall receive it back, duly signed and dated.

5.1.2. Execution of orders

Work can be requested as soon as an order is signed by both contracting parties. If the number of days agreed and ordered has not been fully taken up, the JRC Petten shall not be obliged either to use or to pay for the days not worked and the contractor shall not be entitled to claim damages therefore.

Work can be requested as soon as an order is signed by both contracting parties.

For time and means orders the work shall be undertaken by the contractor on the basis on the basis of man-days on-site assistance.

Normal working hours at the JRC-Petten are between 08h30 and 17h30 (8 hours per day – 1 hour lunch). In average the JRC Petten is annually closed for 17 days (See Annex V of the contract).

Tasks can only be executed by human resources whose CV correspond to the requirements outlined in the selection criteria and has been validated by the JRC Petten in advance.

During the execution of the time and means order, the JRC Petten will provide the contractor with a detailed description of each sub-task. The contractor will then send the JRC Petten an estimate of the corresponding number of hours needed to carry

out the sub-task, the list of deliverables and their expected delivery dates. The time-limit to provide the estimate depends on the priority of the sub-task. The JRC Petten shall have right to accept or reject the estimate. The contractor may be requested to provide additional information/introduce modifications to its estimate. In such a case, an updated estimate shall be provided within two (2) working days following the request reception by the contractor. Once the estimate has been accepted by the JRC Petten, only the number of hours indicated in the estimate will be chargeable; the delivery dates and budget will be binding, unless an amendment is agreed.

5.1.3. Deliverables and their acceptance

Deliveries must be accepted by JRC Petten.

One of three situations may occur:

1. The delivery is accepted with no reservations. No problems have been detected during the acceptance phase.
2. The delivery is accepted with reservations (the delivery is usable but with a lower than expected level of quality). One or several problems have been identified during the acceptance phase. JRC Petten will specify them in an Acceptance Note that will be transmitted to the contractor. The contractor has to communicate its position within five (5) working days after reception of the Acceptance Note by organizing a meeting with the JRC Petten. The contractor accepts the result of the Acceptance Note. At the same time it communicates its planning for the delivery of the necessary corrections, which shall be made no later than three (3) weeks following the issue of the Acceptance note. The planning has to be accepted by the JRC Petten.
3. The delivery is rejected due to the existence of a situation which renders the delivery unfit for its intended use and was found during the acceptance period. The contractor has to communicate its position within five (5) working days after receipt of the rejection note by organizing a meeting with the JRC Petten. Since the contractor has to prepare a new delivery, the contractor will propose a new delivery date during the meeting. The planning has to be accepted by the JRC Petten.

5.1.4. Invoices

For fixed price orders, the invoice should be submitted after the corresponding delivery has been accepted by JRC Petten.

For time and means order, the work carried out should be invoiced monthly on a man-hour basis calculated on the basis of the man-hours rate of the appropriate profiles included in the Price Form of the FWC and should be accompanied by a report which shall contain the following information:

- a) An Attendance Sheet signed by the JRC Petten and showing the working time for a person working at the JRC Petten 's premises of man-hours per profile.
- b) Tasks executed during the invoiced time and corresponding accepted deliveries. Partial deliveries are also acceptable.

5.1.5. FWC Monitoring

The JRC Petten will designate one or two Project Managers (PM) responsible for monitoring of the proper execution of the FWC.

The contractor shall designate a Project Coordinator (PC) who will have an overall responsibility for the execution of the FWC.

The costs related to the contract management including costs of reporting shall be included in the given prices.

5.1.6. Meetings

In addition to the kick-off meetings, regular meetings (working meetings, progress meetings) are foreseen in Petten during the whole duration of the FWC and, in principle, only the consultants involved are to be present.

The frequency of the working meetings will be defined individually, whereas the progress meetings will be held every month, although the frequency may be modified depending on specific situations.

For each progress meeting, the contractor has to prepare a Tasks and Deliverables tracking matrix, which shall contain all planned and actual dates of deliverables per agreed tasks or the progress thereof.

5.1.7. Constraints

The working language for this FWC will be English; all documentation shall be delivered in English or Dutch, as agreed in advanced with JRC Petten. All the communications during the implementation of the projects will be in English. The FWC itself and all the administrative documentation related to the FWC will be in English.

Human resources issues and replacements

The following requirements have to be met:

- Only the persons whose CV correspond to the Specifications in terms of minimum education and experience and minimum expertise on specific area can be used in the execution of a times and means order.
- The JRC Petten reserves the right to verify, at any point of time, if the proposed human resource do fulfill requirements of the Specifications.
- the contractor must replace human resources unable to carry out the ad hoc assignments/tasks conforming to the requirements of the Specifications.
- The contractor must inform the JRC Petten one month in advance of any foreseeable human resources change. The initial human resources remain in place until the replacement is fully operational.
- A replacement has to be immediately operational when the original human resources are withdrawn.
- As a consequence of any replacement of the human resources an adequate handover respective introduction period of at least ten (10) working days must be foreseen. All costs related to the handover (e.g. example training expenses) are to be paid by the contractor.
- If the human resources are unavailable due to reasons beyond the contractor's control, the contractor has immediately to inform the JRC Petten and make available an equivalent replacement within three (3) working days.

Time limits

The time limits for deliveries and the other time limits, except the ones already stated in the FWC, will be specified on each order or the accepted estimate.

The delivery times are per order/estimate, irrespective of other orders/estimates being processed.

Failure to observe deadlines may lead to the application of liquidated damages.

6. LOGISTICS

A dedicated desk space will be provided by JRC Petten and a computer with access to the intranet/internet will be made available.

The other standard logistics means as foreseen for JRC Petten staff will also be available for the work on site within the scope of this contract (i.e. canteen).

7. HEALTH AND SAFETY AT WORK

The work on JRC-Petten is always subject to the safety rules of the site, as laid down in "Safety Regulations for third parties" (Annex IV of the Contract).