

Terms of reference - ToR

Occupational Psychologists for the EIB Group and the ECA

Summary & Rationale

Contracting Authority	The European Investment Bank Group represented by the EIB (lead institution), and the European Court of Auditors (ECA) together the "Contracting Authority"
Purpose	Contracting Authority aims to select a minimum number of 3 and a maximum number of 5 Service Providers to provide occupational psychologist services
Services requested	<ol style="list-style-type: none"> 1. Psychological counselling services for EIB Group staff and for ECA staff 2. Advisory services or assistance on psychological health conditions at the EIB to the Employee Relations and Wellbeing Division, Personnel and senior management (not applicable to the ECA and EIF).
Duration of the contract	3+1 years
Main place of delivery	The EIB Group's and ECA premises or any other place as required by the EIB Group
Kind of contract	Multiple Framework Agreement
Budget	<p>EIB: EUR 760,000 during the 3+1 years</p> <p>EIF: EUR 100,000 during the 3+1 years</p> <p>ECA: EUR 140,000 during the 3+1 years</p> <p>Of which 10 % contingency reserve: EUR 100,000 during the 3+1 years</p> <p>TOTAL: 1,100,000 during the 3+1 years</p>
Variants	Not permitted
Procedure	Open procedure with publication in the Official Journal of the European Union
Subcontracting	Subcontracting is allowed.
Joint offers	Joint offers are allowed.

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Glossary

Advisory Services Meetings: consist of regular meetings held by the 2 OHPs, the Service Providers the occupational health, safety & ergonomics specialist and the organisational health officer of the EIB Employee Relations and Wellbeing Division. It ensures exchange of information on structural issues.

Bank: European Investment Bank representing the EIB Group in this Call for Tenders and lead institution for this interinstitutional call for tenders.

Beneficiary(ies): staff members of the European Investment Bank or the European Investment Fund or the European Court of Auditors.

Call for Tenders: tendering procurement procedure to award a multiple Framework Agreement for the subject matter described in these terms of reference.

Contact Persons: the Contracting Authority and the Service Provider will respectively identify dedicated individuals who shall manage and administer the Framework Agreement.

DHR: Directorate of Human Resources, Finance and General Services of the ECA

ECA: European Court of Auditors

EIB: European Investment Bank representing the EIB Group in this Call for Tenders and lead institution for this interinstitutional call for tenders

EIB Group: The European Investment Bank and the European Investment Fund

EIB's Health Insurance Scheme: insurance scheme administered by the EIB which covers routine and emergency medical expenses.

EIF: European Investment Fund

ER&W Division: EIB Employee Relations and Wellbeing Division

EU: European Union

Framework Agreement: an agreement for the provision of services to be signed between the Contracting Authority and the successful tenderers whose tenders have been selected through this Call for Tenders and in accordance with these terms of reference.

Intervision Meeting: consists of meetings held once per month by the 2 OHPs and the Service Providers. It ensures exchange of information and flagging of risks to individuals requiring intervention by the EIB's Personnel Service (duty of care).

In the case of ECA, it consists of meetings held by the MO and the Service Providers depending on the needs and with a maximum of 10 meetings per year.

Each Intervision Meeting will take place in the EIB Group's and ECA premises or any other place as required by the EIB Group.

MO: Medical Officer in the ECA

OHPs: EIB occupational health physicians

Service Provider: tenderer (occupational psychologists) whose tender has been selected by the Contracting Authority following the Call for Tenders.

1. The European Investment Bank Group

The EIB Group consists of the EIB and the EIF.

Staff headcount is over 2900¹ staff. Most are located in Luxembourg but some are based in external offices within and out of the EU.

The EIB's working languages are English and French and the EIF's working language is English.

1.1 The EIB

The EIB is the EU's bank owned by and representing the interests of the EU Member States. Created by the Treaty of Rome, the EIB is at the same time an EU body and a bank. It is governed by both public governance and corporate governance principles. The EIB enjoys its own legal personality and financial autonomy within the EU institutional system.

The EIB is the largest multilateral borrower and lender by volume providing finance and expertise for sound and sustainable investment projects. The EIB contributes towards the integration, balanced development and economic and social cohesion of the Members of the EU. To this end, it raises on the markets substantial volumes of funds that directs on the most favourable terms towards financing capital projects, in accordance with the objectives of the EU. Outside the EU, the EIB implements the financial components of agreements concluded under European development aid and cooperation policies. At the end of 2014, the annual lending was 77bn € and the total size of the EIB's balance sheet amounted to 542bn euros.

More background information about the EIB may be found on the website www.eib.org.

1.2 The EIF

The EIF is a specialist provider of risk finance to benefit small and medium-sized enterprises (SMEs) across Europe. Its shareholders are the EIB, the European Commission and a wide range of public and private banks and financial institutions.

The EIF carries out its activities using either own resources or those provided by its shareholders and, by developing and offering targeted financial products to its intermediaries, such as banks, guarantee and leasing companies, micro-credit providers and private equity funds, it enhance SMEs access to finance.

By taking SME risk, the EIF pursues two main statutory objectives: fostering EU objectives, notably in the field of entrepreneurship, growth, innovation, research and development, employment and regional development; and generating an appropriate return for shareholders, through a commercial pricing policy and a balance of fee and risk based income.

For further information about the EIF, please visit www.eif.org.

2. The ECA

The ECA is an EU institution based in Luxembourg. Its mission is to contribute to improving EU financial management, promote accountability and transparency, and act as the independent guardian of the financial interests of the citizens of the Union.

¹ As of 31.12.2015: 2544 EIB & 369 EIF

The ECA's role as the EU's independent external auditor is to check that EU funds are correctly accounted for, are raised and spent in accordance with the relevant rules and regulations and have achieved value for money.

For further information about the ECA, please visit www.eca.europa.eu.

Approximately 1 000 people work at the ECA as officials, temporary staff and contract staff.

The ECA's working languages are English and French.

3. Background

The objective of these terms of reference is to describe the tasks, working methods, reporting procedures and other aspects of the services required from the Service Providers who will manage and carry out psychological counselling services for EIB Group staff and for ECA staff, and advisory services to the ER&W Division, EIB Personnel Directorate and EIB's senior management.

3.1 EIB Group's Occupational Health Service and the Employee Relations and Wellbeing Division

Under its occupational and preventive medicine programme, the EIB Group offers to its staff members (hereinafter globally "**the Beneficiaries**" individually the "**Beneficiary**") – among other services – periodic health assessments under different forms and psychological counselling services.

These services are managed by the EIB in-house Occupational Health Service (hereinafter the "**OHS**") for EIB and EIF staff members.

The OHS consists of 2 OHPs, 3 nurses and 2 secretaries. OHS offers to EIB Group staff a variety of services fostering health and well-being, such as:

- Pre-employment and periodic health assessments
- Sickness absence management and reintegration
- First aid
- Organization of first aid training
- Travel advice
- Advice in ergonomics
- Assistance in diverse preventive health programs such as weight loss, stop smoking, encouraging physical activity
- Contribution to the EIB's Health and Safety Committee
- Preventive Bank wide health campaigns

The ER&W Division is responsible for developing and managing an overall Organisational Health Programme, ensuring consistency of EIB Health and Safety policies and procedures, and providing support and preventive measures on the organisational, team and individual levels. As part of these responsibilities, the ER&W Division runs a wellbeing and work relations training programme, offers individual advice and counselling for difficult work situations, provides support for the resolution of work place conflicts, and advice and support to managers for dealing appropriately with sickness absences and return to work.

Having already entered into contractual agreements with medical advisers for general services and services relating to EIB's Health Insurance Scheme, the EIB Group also wishes to continue to have at its disposal on a regular and reliable basis and in a timely manner, a

service covering psychological counselling services as part of its preventive medicine programme.

3.2 ECA Occupational Health Service and Social Service

Under its occupational and preventive medicine programme, the ECA offers to its staff members – among other services – periodic health assessments under different forms.

The ECA's Occupational Health Service and Social Service (the Service Médical). consists of 3 MO and 2 assistants MO offer to ECA staff a variety of services, such as:

- carrying out the recruitment medical required under Article 33 of the Staff Regulations;
- carrying out the annual medical checks required under Article 59 of the Staff Regulations, including preventive eye examinations;
- vaccinating staff;
- giving advice on questions of ergonomics;
- organising first aid trainings
- first aid
- providing travel advice
- giving assistance for kind of social problems
- sickness absence management and reintegration at work
- reviewing health and safety at the ECA and medical aspects linked to the Institution (for example the safety measures to be taken in case of a pandemic);
- evaluating medical reports and sent by specialists.

Moreover, as part of its wellbeing policy, the ECA is offering staff the option of physiotherapy sessions in the Service Médical's premises.

The aim of the Call for Tenders is to increase the services offered to the ECA staff within the framework of the welfare policy and put at the disposal of ECA staff psychological counselling services as part of its preventive medicine programme.

4. Duration

The Framework Agreement shall be concluded for a period of 3 years with effect from the date on which it enters into force. It may be tacitly renewed for 1 period of 1 year, up to a maximum of 4 years in total.

The Bank shall notify each Service Provider of its intention not to renew the Framework Agreement by giving at least 1 month written notice prior to the date on which the Agreement would otherwise be renewed.

5. Budget

The Contracting Authority will enter into a multiple Framework Agreement with a minimum number of 3 and a maximum number of 5 Service Providers.

The estimated total budget for the services covered by the multiple Framework Agreement over the 4-year maximum duration shall not exceed EUR 1,100,000 (EUR 760,000 for the EIB, EUR 100,000 for the EIF, 140,000 EUR for the ECA and a 10 % contingency reserve of 100,000).

6. Services Requested from the Service Providers

For various reasons, amongst which conflict of interest and confidentiality, the Contracting Authority needs occupational psychology expertise to be provided by external and independent professionals.

In line with the above, the role of the Service Provider will consist of:

- providing psychological counselling to designated Beneficiaries (hereinafter **“Psychological Counselling”**);
- Advisory services or assistance for the ER &W Division, Personnel and EIB’s senior management in the form of reporting on structural issues observed, analysis, inputs to create statistics and recommendations on measures to foster workplace psychological health that the EIB (hereinafter **“Advisory Services”**) – not applicable to the EIF and the ECA.

6.1 Psychological Counselling

a) Workplace psychological counselling

In the provision of Psychological Counselling, each Service Provider will support Beneficiaries to increase their awareness and ability to deal with the challenges of the work environment and interactions of private and work life.

Types of services may include:

- Psychometric assessments
- Counselling techniques such as cognitive, cognitive behavioural and body-mind related to explore underlying issues and increase awareness and coping capacity

Issues to be subject of workplace psychological counselling may include:

- Person-environment interactions (exploring emotions and moods; impact of events and behaviours on self; developing coping strategies)
- Counterproductive work behaviour and motivation issues (work behaviours creating burnout risks; declining motivation; feelings of tiredness and disengagement; risky behaviours, among other)
- Support in situations of conflict and workplace bullying
- The psychologists could be asked, subject to availability, to provide additional support in exceptional circumstances (incidents, crisis situations).

The maximum duration and number of Psychological Counselling consultations sessions shall be:

- 1 hour or less, maximum 1 hour can be invoiced per session except
- first consultation may be invoiced for maximum 1,5 hours
- maximum foreseen per Beneficiary:
 - EIB Group : 10 consultations i.e. 10,5 hours
 - ECA : 5 consultations i.e. 5,5 hours
- if more consultations are needed, or if psychotherapy is indicated the Service Provider will refer to an external psychologist.

- only on an exceptional basis, the OHPs/MO might grant 1-3 more sessions on top of the maximum number of sessions in order to smoothly close down the counselling sessions

b) Related services

In addition to regular Psychological Counselling consultations, the following services linked to the Psychological Counselling of a Beneficiary may be requested:

- Intervention Meetings with the OHPs/MO;
- Written reports upon request by the OHPs/MO on Psychological Counselling need prior approval;
- An annual report shall be provided upon request by the OHPs/MO at the end of the year, in November or December, and shall include among other information:
 - 1) the number of Beneficiaries treated,
 - 2) the number of appointments held and
 - 3) an explanatory note of the psychological issues found, highlighting especially severe cases and the most common issues found among the Beneficiaries.

The above services shall be invoiced at the rates offered in section 5 'Financial proposal' of *Appendix A to the ToR - Questionnaire response to the call for tenders*.

6.2 Advisory Services (not applicable to the EIF and the ECA)

In the provision of Advisory Services the Service Provider shall perform the services in consultation with the OHPs and the contact person(s) at the ER&W Division, EIB Personnel Directorate or for the EIB's senior management.

The Service Providers shall provide upon request:

- expertise, advice or support to EIB Group,
- reporting on structural issues observed,
- analysis,
- inputs to create statistics, and
- recommendations on measures to foster workplace psychological health at the EIB Group.

6.3 Meetings

a) Intervision Meetings as part of the Psychological Counselling

The Service Providers shall take part in Intervision Meetings if

- a Beneficiary agrees on their participation, and
- the OHPs/MO request their presence.

b) Advisory Services Meetings

The Service Providers may also be requested by the OHPs or the ER&W Division to participate to Advisory Services Meetings with the OHPs and/or the ER&W Division, Personnel and EIB's senior management if their input on structural issues is required.

7. Working Terms

7.1 For the EIB Group

The EIB Group wishes to arrange a minimum of 16 and a maximum 36 hours per week to be shared among a minimum of 3 and a maximum of 5 Service Providers at the EIB Group's premises (time schedule to be agreed with the EIB Group) including availability in exceptional circumstances.

In exceptional circumstances the time spent shall be invoiced according to the hourly rate offered for the provision of Psychological Counselling to EIB Group Beneficiaries.

7.2 For the ECA

The ECA wishes to arrange a minimum of 4 and a maximum 8 hours per week to be shared among a minimum number of 3 and a maximum number of 5 Service Providers at the ECA premises (time schedule to be agreed with the ECA).

The Service Providers must have high language skills in English and French to communicate with Beneficiaries in accordance with the preference of the member of staff.

7.3 Places of delivery

The Psychological Counselling shall be performed at EIB's premises and ECA premises, both located in Kirchberg, Luxembourg city unless the staff member is on sick leave.

A workplace in the Medical Centre at EIB's premises and at ECA's premises as well as basic support for the secretarial tasks of the Service Providers may be provided by the Contracting Authority.

The Service Providers may also receive a Beneficiary in their own practice, on an exceptional basis, when the Beneficiary is on sick leave or access to the Contracting Authority's premises is blocked (not applicable to the ECA).

Tasks related to Advisory Services may be performed in the EIB's premises or in the Service Providers premises or in any other place the EIB may indicate and agree with the Service Providers.

Any meetings on demand related to Advisory Services may be held in the EIB's premises or in any other place proposed by the EIB and agreed by each of Service Provider.

7.4 Contact details and Contact Persons

Each Service Provider shall provide their contact details and the contact details of their secretary. They shall nominate the person who will appear as contact person for arranging appointments.

The Contact Persons for the EIB and EIF shall be the OHPs for medical aspects and a member of the ER&W Division for work related aspects and other non-medical aspects.

The Contact Persons for the ECA shall be the MO for medical aspects and for work related aspects and a member of the ECA Service Médical for non-medical aspects.

7.5 Appointment Arrangement for Psychological Counselling

A contract, using the Bank's standard contract template, will be concluded between the Bank and each Service Provider for the performance of the service related to Psychological Counselling.

The Beneficiary shall choose which of the Service Providers he or she will chose to arrange an appointment with. The budget will be shared amongst the Service Providers depending on the Beneficiaries' choices.

The Beneficiary shall request an appointment by email or telephone to the chosen Service Providers.

The Service Providers will schedule the appointments according to their availability and that of the Beneficiaries concerned. The Service Providers shall undertake, however, to perform these duties as swiftly as possible and, save in rare unforeseen circumstances, to provide a concrete response to a request within 3 days of receiving it.

The Contracting Authority will make the addresses and contact details of the Service Providers available for the Beneficiaries, who will contact the Service Providers directly. This interaction shall remain confidential.

7.6 Participation in the Intervision Meetings

Intervision Meetings with the OHPs/MO will be held on a regular basis. OHPs/MO will send out meeting requests in due time to each Service Provider informing the relevant Contact Person of the date, time and place of the meeting.

The scope of this meeting is the discussion of cases (with the consent of the Beneficiary), exchange best practice guidelines and agree on flagging certain trends and observations to the ER&W Division of the EIB or the Service Médical and the Director of DHR.

The respective Service Provider shall give an answer within the 48 hours following the invitation.

If the Service Provider is unable to attend the meeting at the proposed date and time, a member of the Intervision Meeting and the Service Provider shall seek to agree on another date and time suitable for both parties.

7.7 Working terms for Advisory Services

As the Bank determines a need for Advisory Services, the Contact Person in the ER&W Division will send an email request for services to all Service Providers. The Bank will specify in its request the nature of the services required.

The email request for services (the Email Request for Services) may include, among other, the information below (not exhaustive list):

- An overview of the services to be provided;
- A detailed description of the delivery approach to be adopted;
- A comprehensive schedule for delivery of the services;
- The place of delivery;
- The closure date for proposals (the Closure Date)
- All information and documents necessary for the performance of the assignment;
- If applicable, a comprehensive list of the major deliverables together with a delivery schedule;

- The evaluation criteria based on which the most economically advantageous proposal will be assessed, and for which the weightings will be set out depending on the complexity of the requested services:
 - Compliance with the technical requirements, including the proposed time frame
 - Proposed price, based on the rates proposed in the tender.

The Service Providers will be required to submit their proposal by email no later than the Closure Date for proposals set out in the Email Request for Services (the Proposal).

Points of clarification may be addressed in writing to the Contact Person in the ER&W Division up to 5 working days before the Closure Date at which point the Bank will provide a single written response to all questions raised by the Service Providers within 3 working days.

The Proposal should include the following information: after the reception of the Email Request for Services and shall include the following information (this is not an exhaustive list):

- The express acceptance to deliver the services requested and the expected deliverables (if any);
- A detailed calendar for the delivery of the services requested and the expected deliverables (if any).
- The time needed to spend in the preparation of the deliverables (if any) expressed in chargeable time to be spent on the performance of the requested services;
- The price, based on the chargeable time to be spent on the performance of the requested services and the rates proposed in its tender (Section 5 *Appendix A - Questionnaire response to the call for tenders*).

The EIB will evaluate the Proposals, within 10 working days after the Closure Date, according to the evaluation criteria set out in the Email Request for Services.

If the Proposals do not meet the objectives of the Email Request for Services or are otherwise unacceptable to the EIB, the Service Providers may be requested to submit new Proposals.

A single Service Provider will be selected for each assignment. The successful Service Provider will receive a written notification by e-mail (the Notification).

All participating Service Providers will be informed in writing by e-mail of the results of the selection process.

7.8 Reporting Lines

a) EIB Group

Throughout the duration of the Framework Agreement, the Service Providers will report in the performance of the services to the OHPs in for medical aspects, to the Contact Person in the ER&W Division for work related and structural /organisational aspects, and ultimately to the Director of the Employee Relations and Administration Department in EIB Personnel and the EIB Director General responsible for the OHS.

b) ECA

Throughout the duration of the Framework Agreement, the Service Providers will report in the performance of the services to the MO for medical and work related aspects, to the Service Médical or structural /organisational aspects, and ultimately to the Director of DHR.

8. Confidentiality

In signing the Framework Agreement, of which these terms of reference shall form an integral and essential part, each Service Provider undertakes to observe medical confidentiality and to show the utmost professionalism with regard to the information revealed to them in the performance of their duties devoted to the execution of the services, including in the exchange of such information.

9. Professional Fees and Invoicing

9.1. Professional Fees

The Service Providers shall be paid based on different rates included in their Financial proposal included in Section 5 *Appendix A to the ToR - Questionnaire response to the call for tenders* depending on the service they have provided:

1. Rate per hour for the provision of Psychological Counselling to EIB Group/ECA Beneficiaries
2. Flat rate for written reports upon request by the OHPs/MO
3. Flat rate per annual report
4. Rate per hour for the provision of Advisory Services
5. Rate per hour for attendance to Intervention Meetings or meetings related to Advisory Services

The proposed rates in Section 5 of *Appendix A to the ToR - Questionnaire response to the call for tenders* will be firm and non-revisable for the whole duration of the Framework Agreement.

The proposed rates included in Section 5 of *Appendix A to the ToR - Questionnaire response to the call for tenders* must include all costs related to the provision of the services described in Section 5 of the ToR above including but not limited to secretarial, printing, materials, transportation, dietary, assessment and any other costs in which the Service Provider may incur.

The proposed rates must be VAT exempt, the Bank being exempt of paying VAT under Article 151(1)(b) of Directive 2006/112/EC.

9.2. Invoicing

a) Frequency

Service Providers shall send 1 monthly invoice per kind of services provided in the previous month separately, i.e. Psychological Counselling or Advisory Services.

b) Addressees

These invoices shall be addressed to:

- 1) the EIB directly, when:
 - the Beneficiary works at the EIB or
 - the Advisory Services are provided to the EIB,
- 2) the EIF directly, when the Beneficiary works at the EIF or
- 3) the ECA, when the Beneficiary works at the ECA.

Invoices for Psychological Counselling to

- EIB Group staff shall be anonymous and the Beneficiaries shall not be identifiable, whereas
- ECA staff shall be marked “confidential” and sent to the MO in 2 copies:
 - with the identified name of Beneficiaries, and
 - anonymous (the Beneficiaries shall not be identifiable).

c) In case of cancellation or nonattendance

The cancellation or nonattendance of a consultation by EIB staff may be charged by the Service Provider if attempts fail to fill the gap with the Beneficiary who expressed interest/need to re-schedule the appointment the same day.

In case of the cancellation or nonattendance of a consultation by an ECA staff and if attempts fail to fill the gap with another Beneficiary, the Service Provider may charge ECA by applying the respective CNS tariff (“non-observed appointment”).²

In case of cancellation in less than 24 hours prior to the visit or nonattendance of a consultation by an ECA staff, and if attempts fail to fill the gap with another Beneficiary, the Service Provider is entitled to charge directly the ECA Beneficiary.

10. Assessment of the tenders

The assessment of the tenders will be conducted in accordance with the Bank’s rules on procurements. The tenders will be assessed by an evaluation panel working under conditions of confidentiality. The identity of the members of the evaluation panel will not be disclosed.

Tenders submitted will be assessed according to the following stages and criteria, which will be applied separately in respect of each lot.

- Exclusion phase: Tenderers to whom the exclusion criteria apply and/or who fail to meet the eligibility requirements will be excluded from further participation in the tender assessment.
- Selection phase: Tenderers who provide the documents requested under section 12 will be selected to proceed to the award phase, on condition that they comply with the requirements indicated in 12.
- Award phase: The tenders from the selected tenderers will be assessed and ranked using the award criteria in section 13.

11. Exclusion criteria

The sole tenderer, the lead tenderer, all consortia members in case of join offers and any subcontractors whose intended share in the Framework Agreement is equal or above twenty per cent (20%) shall provide the declaration in Annex 2 of the General Administrative and Submission Clauses (Declaration on honour on exclusion criteria and selection criteria).

All tenderers should provide the declaration in Annex 2 of the General Administrative and Submission Clauses (Declaration on honour on exclusion criteria and selection criteria), duly

² <http://www.cns.public.lu/en/assure/vie-privee/depenses-sante/avance-frais/convenances-personnelles.html>

signed and dated by an authorised representative (sole tenderer or lead contractor), stating that there are not in one of the situations listed in Annex 2 of the General Administrative and Submission Clauses.

The declaration shall also be provided by sub-contractors whose intended share of the Framework Agreement is equal or above twenty per cent (20%).

The successful tenderer shall provide the documents mentioned as supporting evidence in Annex 2 of the General Administrative and Submission Clauses before signature of the Framework Agreement and within the deadline specified by the Bank.

This requirement applies to all member of a group of economic operators (or consortium) and to subcontractors whose intended share in the Framework Agreement is equal or above twenty per cent (20%).

12. Selection Criteria - Technical Capacity

12.1 Requirement I

The tenderers must adhere to the Ethical Standards proposed by the European Federation of Psychologists Association laid down in *Appendix B to the ToR - Content of Ethical Codes of Member Associations by the European Federation of Psychologists Association*.

Supporting Evidence for Requirement I

A self-made statement signed by the tenderers certifying that he or she adheres to the Ethical Standards proposed by the European Federation of Psychologists Association laid down in *Appendix B to the ToR - Content of Ethical Codes of Member Associations by the European Federation of Psychologists Association*.

12.2 Requirement II

Proficiency in English or French languages (written and oral), minimum level C1 of the Common European Framework of Reference for Languages.³

Supporting Evidence for Requirement II

Appendix A to the ToR – Questionnaire response to the call for tenders dully filled in and signed.

12.3 Requirement III

Psychological educational background:

- having finalised University studies giving access to the profession of psychologist
 - in the country where the tenderer practices
 - in EU 28 countries for which membership or registration at a professional body is due for psychologists; and
- registration in the respective body of the country where the psychologist practices.

³ http://www.coe.int/t/dg4/linguistic/Cadre1_en.asp

Supporting Evidence for Requirement III

- a) *Appendix A to the ToR – Questionnaire response to the call for tenders* dully filled in and signed
- b) Copies of
 - the relevant diplomas and
 - certificates of the membership and registration
 - registration to a professional body(ies) required to access and practice the profession of psychologist in the country where the tenderer practices.

12.4 Requirement IV

At least 3 years of professional experience in the area of occupational psychology or clinical psychology.

Supporting Evidence for Requirement IV

Appendix A to the ToR – Questionnaire response to the call for tenders dully filled in and signed

13. Award Criteria

A Framework Agreement (*Draft Framework Agreement – Annex 6 to the General Administrative and submission clauses*) will be concluded with a minimum number of 3 and a maximum number of 5 tenderers having submitted the most economically advantageous tenders (using *Appendix A to the ToR – Questionnaire response to the call for tenders*), based on the following criteria and weightings, provided that the tenderers satisfy the exclusion and selection criteria.

Criteria	Weight
Technical evaluation criteria:	70%
Financial evaluation criteria:	30%
TOTAL	100 %

To ensure a minimum level of quality, tenders have to score at least a total of 45% out of 70% in the technical evaluation phase to remain eligible for further evaluation on the basis of financial criteria.

The tenders that have not reached this threshold will be disqualified.

13.1. Technical evaluation criteria (70%)

The tender shall submit *Appendix A to the ToR – Questionnaire response to the call for tenders* duly filled in and signed, addressing:

The formula for determining each tender's final technical score is the following:

$$TC = (Sc\ 13.1.1 + Sc\ 13.1.2 + Sc\ 13.1.3)$$

Where:

Sc # = Score Technical sub-criterion #

TC = Final Technical score

Technical evaluation criteria (70%)	Weighting
13.1.1 Expertise in Occupational Psychology developed in international organisations, multinational companies, European institutions and equivalent clients or employers (Section 3 of <i>Appendix A to the ToR – Questionnaire response to the call for tenders</i>)	15%
13.1.2 Proposed methodology to fulfil the needs of Contracting Authority and the objectives of the Framework Agreement (Section 4 of <i>Appendix A to the ToR – Questionnaire response to the call for tenders</i>) 13.1.2.1 Understanding of Contracting Authority's needs for Occupational Psychology services (10%) 13.1.2.2 Proposed methodology to carry out the required services: A. Psychological Counselling (15%) B. Advisory Services (10%)	35%
13.1.3 Interview All selected tenderers will be invited to hold interviews in person with the members of the evaluation panel. The selected tenderers shall not claim any payment of fee or reimbursement of expenses associated with the preparation or travel necessary to do these interviews. The evaluation panel will complete the assessment of each offer from the selected tenderers through an identical questionnaire. The evaluation of the interview will be based on: A. the oral communication skills and body language (10%) B. the ability of the tenderers to analyse, to emphasize, to challenge and detach themselves from preconceived situations, opinions and statements. (10%)	20 %
Total	70 %

13.2. Financial evaluation criteria (30%)

The tenderers shall submit the rates described in Section 9.1 of the ToR by filling in Section 5 of *Appendix A to the ToR – Questionnaire response to the call for tenders*.

For each of the services requested in section 6 of the ToR above, the financial offer will be evaluated based on the following mathematic evaluation formula:

Sc # = weighting Financial sub-criterion # * (lowest offer/offer evaluated)

Example: Sc 1 = 20*(rate of the lowest offer /rate of the offer under evaluation)

#	Kind of Service	Weighting
Sc1	Rate per hour for the provision of Psychological Counselling	20%
Sc2	Flat rate for written reports upon request by the OHPs/MO	1%
Sc3	Flat rate per annual report	1%
Sc4	Rate per hour for the provision of Advisory Services	5%
Sc5	Rate per hour for attendance to Intervention Meetings and meetings related to Advisory Services	3%

The formula for determining each tender's final financial score is the following:

$$FC = (Sc\ 1 + Sc\ 2 + Sc\ 3 + Sc\ 4 + Sc\ 5)$$

Where:

Sc # = Score financial sub-criterion #

FC = Final financial score

The prices shall be firm, non-revisable and non-subject to indexation, exclusive of VAT and shall include all related costs such as equipment and transport.

13.3. Award of the Framework Agreements

A ranking will be established based on the written tenders and the interviews.

Provided that there is a sufficient number of tenderers meeting the exclusion and selection criteria, a multiple Framework Agreement will be awarded to a minimum number of 3 and a maximum number of 5 tenderers who submit the highest ranking tenderers after adding up the technical and financial scores (TC + FC).

14. Tenders submission

Tenderers who can meet the terms specified in these Terms of Reference are requested to submit their tender either in French or English according to the General Administrative and Submission Clauses.

Tenders should include the following documentation:

1. All administrative documents and forms attached to the General Administrative and Submission Clauses of the Call for Tenders initialised, filled in, and signed, as necessary and described in the General Administrative and Submission Clauses.
2. The declaration in Annex 2 of the General Administrative and Submission Clauses (Declaration regarding the exclusion criteria and selection criteria), duly signed and dated by an authorised representative, stating that he or she is not in one of the situations listed in Annex 2 of the General Administrative and Submission Clauses.
3. A self-made statement signed by the tenderer certifying that he or she adheres to the Ethical Standards proposed by the European Federation of Psychologists Association laid down in *Appendix B to the ToR - Content of Ethical Codes of Member Associations by the European Federation of Psychologists Association*.
4. *Appendix A to the ToR – Questionnaire response to the call for tenders* dully filled in and signed.
5. Copies of the relevant diplomas and certificates of the memberships and/or registration to a professional body(ies) required to access and practice the profession of occupational psychologist in the country where the tenderer practices.

By submitting *Appendix A to the ToR – Questionnaire response to the call for tenders* dully filled in and signed, the tenderer acknowledges that if her/his offer should be accepted, he/she will be bound by and shall comply with the attached the EIB Group's standard Framework Agreement for the provision of services to the EIB.

15. Appendixes to the ToR

Appendix A to the ToR - Questionnaire response to the call for tenders

Appendix B to the ToR - Content of Ethical Codes of Member Associations by the European Federation of Psychologists Association