

TENDER SPECIFICATIONS
EU-OSHA/2016/OP/F/SE/0024
“PROVISION OF INTERIM STAFF SERVICES ”

Type of procedure: Open

Type of contract: Framework contract for services

OJ Notice number: 2016/S 246-448986

Tender documents are available for download at:

<https://osha.europa.eu/en/about-eu-osha/procurement>

Contracting authority:

European Agency for Safety and Health at Work
(Edificio Miribilla), 5th Floor - Santiago de Compostela, 12
E-48003 Bilbao – Spain
E-mail: hr-procurement-2016@osha.europa.eu
Internet <https://osha.europa.eu>

TABLE OF CONTENTS

1. Introduction.....	4
1.1. The European Agency for Safety and Health at Work	4
1.2. Background specific to this tender specifications	4
1.3. Time schedule for this tender	5
2. Description of the requested services and deliverables.....	5
2.1. Services	5
2.2. Place of work and meetings.....	7
2.3. Duration of the provision	7
2.4. Working hours.....	7
2.5. Public holidays	7
2.6. Absences	7
2.7. Budget.....	8
2.8. Applicable regulations.....	9
2.9. Information and advisory services	10
3. General guidelines for tendering process	10
3.1. Participation in this tendering procedure	11
3.2. Environmental aspects	11
3.3. Contractual approach of this tender	11
3.4. Implementation of the framework contract	12
3.4.1. Ordering procedure.....	12
3.4.2. Formal requirements.....	13
3.4.3. Terms of payment.....	13
3.5. Communication between EU-OSHA and the tenderer	13
3.6. Submission of a tender by a consortium of companies	14
3.7. Subcontracting	14
3.8. Confidentiality and public access to documents.....	14
3.9. Price.....	15
3.10. Additional important information.....	15
4. Content of the tender and presentation.....	15
4.1. Part A — Administrative part and supporting documentation.....	16
4.2. Part B — Technical proposal	16
4.3. Part C — Financial proposal.....	17
4.4. Double envelope system	17

4.4.1. Postal address	18
4.4.2. Submission	18
5. Opening, evaluation and award of the contract.....	18
5.1. Opening session	18
5.2. Evaluation session	19
5.2.1. Exclusion criteria.....	19
5.2.2. Administrative capacity	19
5.2.3. Selection Criteria.....	19
5.2.4. Documents to provide in the case of tender by a consortium and/or subcontracting.....	21
5.3. Award criteria	22
5.3.1. Evaluation of the tender's quality.....	22
5.3.2. Financial Evaluation	24
5.3.3. Award	24

1. Introduction

1.1. *The European Agency for Safety and Health at Work*

The European Agency for Safety and Health at Work (EU-OSHA) is an Agency of the European Union (EU) and one of the decentralised community bodies. Its central role is to contribute to the promotion of safer, healthier and more productive workplaces by developing, analysing and disseminating information on occupational safety and health (OSH).

As a tripartite organisation, EU-OSHA works closely with governments and employers' and workers' representatives in order to share good practice and reach workers and workplaces across Europe.

EU-OSHA's main safety and health information network is made up of focal points in all EU Member States and candidate, potential candidate and European Free Trade Area (EFTA) countries (https://osha.europa.eu/en/about/organisation/focal_points). A country's focal point is normally the national OSH authority; the focal points represent EU-OSHA and support its activities, such as the Healthy Workplaces Campaign.

Located in Bilbao, Spain, EU-OSHA has a dedicated staff of safety and health specialists and a network of partners in all Member States and beyond. As well as running Europe-wide information campaigns, EU-OSHA also publishes scientific research in print and online media.

Information held by the OSHA is treated according to the principles governing the protection of data in the European Union.

1.2. *Background specific to this tender specifications*

EU-OSHA is a multi-cultural and multi-lingual organization. At present, approximately 70 staff members are working at EU-OSHA. These staff members come from a wide range of national, professional and cultural backgrounds. Their functions at EU-OSHA vary from OSH related research and data analysis to administrative or management tasks. The internal organization is set up in four units (Resource and Service Centre, Communication and Promotion, Prevention and Research, Network Secretariat) in line with the Agency's mission and the available resources.

Staff employed at EU-OSHA are subject to the Staff Regulations of Officials of the European Union and the Conditions of Employment of Other Servants of the European Union (Council Regulation N. 259/68 of 29 February 1968, last amended by Regulation (EU, Euratom) No 1023/2013 of the European Parliament and of the Council of 22 October 2013). They are not subject to national employment law.

EU-OSHA may need interim staff, as a complement to its statutory staff, to carry out tasks of temporary nature for the following reasons:

- To replace staff absent because of maternity leave, sickness or other reasons;
- To cope with peak periods which require additional workforce for a fixed period of time.

By launching this open call for tender, EU-OSHA wishes to identify and select one service provider, the purpose being the provision of interim staff services within a reasonable timeframe and in line with the requested professional profiles.

1.3. Time schedule for this tender

Task	Date	Comments
Launch date	09/12/2016	Contract notice sent to Official Journal
Deadline for request of clarifications from EU-OSHA (6 working days before deadline)	27/01/2017	https://osha.europa.eu/en/about-eu-osha/procurement
Deadline for submission of tenders	03/02/2017	15:00 local time
Opening session (public)	10/02/2017	10:30 in EU-OSHA premises
Date for evaluation of tenders	17/02/2017	Estimated
Notification of award(s) to the selected tenderer(s)	24/02/2017	Estimated
Framework contract(s) signature	10/03/2017	Estimated

Note: The Agency will be closed during the Christmas period from 24th December 2016 until 2nd January 2017.

2. Description of the requested services and deliverables

2.1. Services

The purpose of this call for tender is to find a contractor specialised in Temporary Employment for the provision of interim staff services, in accordance with the tender specifications described in the present document

EU-OSHA may need to require the services of interim staff to cover the following temporary job requirements:

Job profile – Category 1	Clerk
Main tasks:	Manual and maintenance tasks for example driver, floor messenger, photocopier, maintenance staff, usher, receptionist.
Education:	Complete compulsory education.
Work experience:	Previous relevant professional experience of at least one year.
Computer skills:	Basic knowledge of the office tools (word, excel and outlook)
Language skills	Very good command of both written and spoken English.

Job profile – Category 2	Secretary
Main tasks:	Tasks involving administrative support in the areas of ICT and database administration, communication, finance, HR, logistics (for example web programmer, proof reader, multilingual secretary, librarian, HR secretary).
Education:	Secondary education accredited by a degree offering access to higher education.

Work experience:	Previous relevant professional experience of at least one year.
Computer skills:	Very good knowledge of the office tools.
Language skills	Very good command of both written and spoken English. Other official EU languages would be an asset.

Job profile – Category 3	Assistant
Main tasks:	Tasks involving analysis, management of simple projects and support functions in the areas of OSH, communication, legal, ICT, finance, HR and logistics (for example ICT assistant and OSH project officer).
Education:	Higher education accredited by a degree or secondary education accredited by a degree offering access to higher education
Work experience:	Previous relevant professional experience of one year.
Computer skills:	Very good knowledge of the office tools. Knowledge of databases would be an asset.
Language skills	Very good command of both written and spoken English. Other official EU languages would be an asset.

Job profile – Category 4	Administrator
Main tasks:	Tasks involving analysis of complex matters and drafting of complex documents (for example, Activity reports, audit reports, financial and legal analysis) in the areas of OSH and social affairs, ICT and communication, planning and programming, researching and project management (for ex. OSH project manager).
Education:	Completed university studies of at least three years accredited by a degree.
Work experience:	Previous relevant professional experience of at least one year.
Computer skills:	Very good knowledge of the office tools. Knowledge of databases would be an asset.
Language skills	Very good command of both written and spoken English. Other official EU languages would be an asset.

The services shall be delivered in English. Unless otherwise indicated, all interim staff shall have a level of English corresponding to at least level B2 of the European Common Framework of Languages (CEF) <http://europass.cedefop.europa.eu/en/resources/european-language-levels-cefr>. For specific activities the knowledge of another EU language may be required.

The contractor shall supply only interim staff with the required level of training and professional qualifications and shall take every step and precaution to ensure that only interim staff who are trustworthy, of good reputation and showing conduct in keeping with the duties to be performed are engaged.

The contractor must apply to the interim staff the current Spanish social-legislation provisions, it being understood that the provision of interim staff to EU-OSHA shall in no way lead to an employment relationship between said staff and EU-OSHA.

2.2. Place of work and meetings

Interim staff supplied to EU-OSHA will be assigned to the Agency's headquarters in Bilbao, Edificio Miribilla, 5th floor, Calle Santiago de Compostela 12, 48003 Bilbao, Spain and in the EU-OSHA Brussels Liaison Office , Square de Meeus 38-40, 1000 Brussels, Belgium.

One coordination meeting with EU-OSHA may be held at the EU-OSHA premises in Bilbao after the signature of the Framework Service Contract. All expenses will be borne by the tenderer (including travel and accommodation costs, per diems and staff fees).

2.3. Duration of the provision

With a view to preventing undue recourse to interim staff, the maximum authorized duration of presence at EU-OSHA, in the forms of accumulated contracts, shall be limited to six months within a year for services covering peakloads in order to meet current legal requirements and to avoid the risks of disputes with the interim staff provided.

In its tender, the contractor shall propose precise management measures to offset the risks mentioned above. It shall also contractually assume the judicial, legal and financial consequences of any disputes arising from the poor assessment of these risks or poor management of the interim staff provided.

2.4. Working hours

The working week shall be 40 hours, i.e. 8 hours per day (Mondays to Fridays). Core hours shall be identical to those applicable to statutory staff, i.e. 10h00-13h00 and 15h00-16h00. Outside of these hours service provision shall be in accordance with a timetable agreed between the interim staff and the responsible Head of Unit. A minimum lunch break non paid of 30 minutes shall be held at any time between 13h00 and 15h00.

Service provision shall be ordered on the basis of hours. The unit where the interim staff will be attributed will check the hours worked and will be responsible for the signature of the timesheets, on the basis of which the invoices should be prepared. Overtime hours above a weekly total of 40 hours are not authorized.

2.5. Public holidays

Interim staff will be subject to the calendar of public holidays of EU-OSHA. As a general rule, EU-OSHA allows 17 to 19 days of public holiday a year (see Annex 14 - List of EU-OSHA public holidays 2017).

Public holidays in force in the Agency may be different from public holidays in force in Spain or in Bilbao. The contractor shall be required to take appropriate measures should interim staff be required to work at EU-OSHA on days that are public holidays in Spain or in Bilbao.

2.6. Absences

Any absence on the part of the interim staff shall be considered by EU-OSHA as an interruption of the service provided by the contractor and as a "fault" on the part of the interim staff, except in cases of sickness substantiated by a medical certificate, holiday duly authorized in advance by the relevant Head of Unit and subsequent making-up of time using flexible working hours management tool and duly authorized in advance by the relevant Head of Unit. In the event of extended sickness (more than five

working days) or in the event of extended non-availability (for ex. maternity leave) the contractor shall provide a replacement solution on the sixth working day of absence. The contractor shall submit to EU-OSHA the CVs of potential replacements and, once a candidate has been chosen by EU-OSHA, the contractor must make him or her available within a maximum of three working days.

Interim staff who are in a situation of temporary incapacity to work must notify both the employer and EU-OSHA of their unavailability on the first day of absence. EU-OSHA will not pay for the hours of service that are not performed. The contractor will be responsible for paying the salary without any repercussion on the invoicing.

2.7. Budget

The estimated contract value for the initial duration of 12 months, without this being binding for EU-OSHA, is € 170.000 (One hundred seventy thousand euros) and the estimated total amount is € 680.000 (Six hundred and eighty thousand euros) for the maximum duration of the contract, all renewals included (representing the maximum amount for the 48 months). This maximum value is estimated taking into account the payments to be made by EU-OSHA during the maximum duration of the contract.

The average value per year (170.000€) is an estimation and could have variations from year to another.

The estimated volume of services carried out by interim staff assigned to EU-OSHA is indicated below:

Categories	Estimated volume in hours / per year
Category 1 – Clerk	480
Category 2 – Secretary	1920
Category 3 – Assistant	2880
Category 4 – Administrator	960

The following table indicates the gross remuneration of EU-OSHA contract staff in force for 2016, which could be updated each year as of 1 July, upon a Council Decision in line with Articles 64 and 65 of the Staff Regulations. Please note that the contract termination is not included in these amounts.

Function group	Basic monthly salary in Euros
FG I (corresponding to category 1)	1.970,18
FG II (corresponding to category 2)	2.046,33
FG III (corresponding to category 3)	2.619,87
FG IV (corresponding to category 4)	3.353,84

EU-OSHA will determine the category of each position based on the nature and importance of the functions. The hourly rate will be obtained by dividing the annual remuneration for the corresponding Contract Agent level by 1744 (number of hours per year actually worked after deducting holidays and public holidays).

The Staff Regulations of Officials of the European Union and the Conditions of Employment of Other Servants of the European Union shall not apply to interim staff. Throughout the duration of the contract, the contractor remains the employer of the interim staff. To that end, the contractor shall comply with the relevant Spanish laws on employment, taxes, social and pension contributions. It shall ensure the fulfillment of all legal and financial obligations towards the interim staff, which include the gross salary, all social and pension contributions foreseen by the Spanish law for the employer. Any irregularities would be the sole responsibility of the contractor, who would assume the consequences vis-à-vis the Spanish authorities and could lead to the termination of the Framework Service Contract between EU-OSHA and the contractor.

2.8. Applicable regulations

Under the terms of Article 11 of Act 14/94 regulating temporary employment agencies, amended by Act 29/99 of 16 July, the equivalent collective labor agreement to be applied for the remuneration of interim staff is the contract agents' remuneration scale applicable under the terms of the Staff Regulations of the European Union.

The services covered by this contract fall within the scope of Spanish Act No 31/1995 of 8 November 1995 on occupational risk prevention 2.

Before any interim staff is made available to EU-OSHA, the contractor must have provided him or her with training in occupational risk prevention. Certificates providing evidence of this training, duly signed by the successful tenderer, must be submitted by the interim staff worker when he or she starts work. Similarly, the contractor shall deliver to the recruited interim staff worker a copy of the accident-prevention documentation issued by EU-OSHA that it has been given for this purpose by the latter organization.

EU-OSHA may impose, at the contractor's expense and without the need for any request to be made, any measures it considers appropriate to guarantee the health and safety of the contractor's workers if the contractor fails to comply with health and safety rules in force within EU-OSHA. The contractor shall not dispute the appropriateness of these measures. In particular, it may not refuse to be held liable for the costs incurred for whatever reason. EU-OSHA is entitled to stop the service immediately if it deems this to be necessary.

The contractor undertakes to inform EU-OSHA in writing, as quickly as possible, of any occupational accident suffered by its workers during the performance of the services covered by this contract. It shall enclose a report stating the causes of the accident and explaining whether the measures laid down in the applicable law on the subject were adopted to avoid it.

Tenderers should fulfil and be able to document/report on all obligations derived from the OSH Framework Directive (Council Directive 89/391/EEC) on the introduction of measures to encourage

¹ Law 31/1995 of 8 November 1995 on the prevention of work related risks (BOE n. 269, p. 32590, published on 10 November 1995).

improvements in the safety and health at work, and the corresponding transposition into their country's national law.

Before signing the contract, the successful tenderer will have to provide EU-OSHA with a certificate issued by the authorized body of the country that confirms its full compliance with obligations imposed by Spanish law on the health and safety of workers in the workplace. The tenderer will be previously requested to declare in the honor the compliance with this requirement as proof of its professional capacity (see point 4.2 of these Tender Specifications).

The contractor shall undertake, for the duration of the contract, to comply with Spanish legislation on the health and safety of workers in the workplace and any rules established by EU-OSHA on health and safety at work. EU-OSHA reserves the right to terminate the contract unilaterally if it becomes aware that the contractor is not complying with the obligations imposed by Spanish law on the health and safety of workers in the workplace and also any rules established by EU-OSHA on health and safety at work that apply to its own staff.

2.9. Information and advisory services

The contractor shall offer EU-OSHA information and advice on the best use of the Framework Service Contract. More specifically, it must inform (and if necessary train) EU-OSHA staff responsible for, or concerned with the hiring of interim staff, about all developments in the relevant Spanish law.

The contractor must offer EU-OSHA a system for monitoring the succession of contracts with the aim of preventing a situation where interim staff provided by the contractor are effectively employed under a permanent contract under the relevant Spanish law due to a succession of contracts. This information should be provided to EU-OSHA at the latest 6 months after the signature of the first specific contract with the contractor.

The costs of any dismissal (fair or unfair) arising out of the termination of the contract of an interim staff worker who has acquired the status of a permanent worker due to a succession of contracts will be paid by the contractor, unless the contractor is able to provide reasonable evidence that it warned EU-OSHA in advance of the risk of this situation when the order was finalised or the information supplied by EU-OSHA at the time when the contract was drawn up did not correspond to the worker's true situation and that this true situation was the reason why the worker acquired permanent status.

3. General guidelines for tendering process

For its organisation and functioning, EU-OSHA is in constant need of goods and services. Tendering is the structured way to consult the market for the purchase of these goods and services.

The purpose of competitive tendering for awarding contracts is twofold:

- to ensure the transparency of operations;
- to obtain the desired quality of services, supplies and works at the best possible price.

The applicable regulations, namely Directive 2004/18/EC and Commission Regulation No 2342/2002, oblige EU-OSHA to guarantee the widest possible participation, on equal terms, in tender procedures and contracts.

According to Article 19 Council Regulation (EC) No 2062/94, of 18 July 1994, the Protocol on the Privileges and Immunities of the European Communities shall apply to EU-OSHA.

3.1. Participation in this tendering procedure

Participation in procurement procedures shall be open on equal terms to all natural and legal persons within the scope of the Treaties and to all natural and legal persons established in a third country which has a special agreement with the Union in the field of public procurement under the conditions laid down in that agreement. EU-OSHA's Financial Regulation³, guarantees participation for all tenderers on equal terms.

3.2. Environmental aspects

EU-OSHA, as per its commitment with health and safety in general and at work in particular, pays special attention to the protection of the environment and of the people.

For this, the objective of EU-OSHA is the purchase of goods, services and works with a reduced impact on environment along their life cycle in comparison with other goods, services and works with identical primary function that would be purchased instead.

In this context and in the frame of this call for tender, the Contractor shall comply with the European and/or national law in force in these fields.

Please refer as well to Article II.4.3. of the model of framework contract.

The products, equipment and supplies that the Contractor shall allocate to the provision of the services requested shall be, wherever possible, green/biodegradable/recycled, with the least possible impact on the environment and human health in accordance with the European and/or national law in force, and shall contribute to a high standard quality achievement of the provision of these services.

Additionally, the Contractor shall train the staff assigned to the provision of the services requested on how to carry out their tasks in a responsible and efficient way for human health and environment.

3.3. Contractual approach of this tender

Through this tender specifications EU-OSHA intends to establish a **framework contract** with a specialised external contractor (Temporary Employment Agency – Empresa de Trabajo Temporal) for a period of **four** years.

The framework contract will be concluded between EU-OSHA and the successful tenderer for an **initial period of one year** from the date it is signed by EU-OSHA and may be **renewed up to three times**. Unless terminated by either party by registered letter not later than two months before it expires, the contract may be extended automatically for three successive periods of one year, on the understanding that thereafter no further automatic extension will be possible.

The submission of a tender implies acceptance by the tenderer of all the terms and conditions specified in the draft framework contract, including the 'General terms and conditions applicable to contracts', and all provisions laid down in these specifications, annexes and, where applicable, additional documents.

³ Available at <https://osha.europa.eu/en/about/finance/financial-regulation.pdf>

EU-OSHA's terms and conditions are binding on the tenderer to whom the contract will be awarded, for the whole duration of the contract.

A framework contract places reciprocal obligations on both parties with regard to those elements which are unalterably and unequivocally established when the contract is concluded, such as subject, basic performance conditions and duration, administrative and technical provisions, price (including revision rules), applicable during its validity period.

The framework contract will include the tasks and services described in these specifications for tender. The bid will form an integral part of the contract, as will these specifications.

Any results or rights thereto, including copyright and other intellectual or industrial property rights, obtained in performance of the framework contract shall be owned solely by EU-OSHA, as appropriate, which may use, publish or assign them as it sees fit, without geographical or other limitation, except where rights exist prior to the contract being entered into.

The contractor must ensure that all the services provided are delivered free of rights including copyright and other intellectual or industrial property rights (see Model of Framework contract in Annex 10).

For the entire duration of the framework contract, the contractor must provide sufficient resources to guarantee the stability of the service offered and the quality of the supplies necessary for proper performance of the specific agreements.

In accordance with Article II.24 of the draft framework contract, an audit of the contractor's compliance with his contractual obligations may be carried out by EU-OSHA at the end of the framework contract.

The framework contract imposes no obligation on EU-OSHA to call on the services of the contractor. Only implementation of the framework contract through *specific contracts* is binding on EU-OSHA.

3.4. Implementation of the framework contract

3.4.1. Ordering procedure

The tenderer shall appoint an account manager, who will be the contact for all matters linked to the framework contract. The account manager shall guarantee efficient and on-demand responses to EU-OSHA's communications, requests for quotations, contacts, meetings and other administrative requests.

The account manager will have knowledge in the field of work of the framework contract and be the single contact point for interaction with EU-OSHA. The account manager will need to be fluent in English and be trained in the field of Human Resources, in particular in Spanish labour law and will follow up, discuss the works and gather additional details related to the services to be delivered and materials to be developed.

As the precise quantities and times for deliveries or performance cannot be determined in advance, tasks are to be carried out on the basis of **specific contracts** drawn up by EU-OSHA after consultation with the contractor and **consistent with the tenderer's financial proposal**.

Services are requested by means of a "Specific Contract/order form" and when the candidate is identified with a "CPD - Contrato de puesta a disposición". Each Specific Contract shall be signed by the contractor and EU-OSHA. Only services requested under Specific Contracts may give rise to payments. In any case, EU-OSHA reserves the right, at any time during the Framework Contract, to cease signing Specific Contracts without the Contractor having the right to any compensation.

The "Contrato de puesta a disposición – CPD" is the contract by which the interim staff worker is made available by the selected contractor to EU-OSHA. The model form of the corresponding Specific Service Contract ("CPD") shall be submitted by the tenderer in its tender and shall comply with the Framework

Service Contract and the applicable national legislation. The Specific Contract model form will be attached as Annex III of the Framework Contract.

The duration of the "CPD-Contrato de puesta a disposición" will be determined in line with the Agency's request for the provision of interim staff services as specified in the Framework Contract Specific Contract (attached to Annex 10) and in line with the applicable Spanish law.

As a rule, EU-OSHA will send its request for interim staff to the contractor at least 5 working days prior to the foreseen starting date. The EU-OSHA will specify the job description, the required profiles and competences and the expected contract duration (foreseen start and end date).

The contractor will have 3 working days calculated from the day of the EU-OSHA request to provide the Agency with at least 3 CVs of candidates matching the requested profile. In exceptional cases, the Agency may grant the contractor additional response time. CVs of candidates shall be submitted, preferably at the same time, in EU format according to the template provided in Annex VII in order to ensure comparability. EU-OSHA will have the right to invite one or more of the proposed candidates for interviews and tests at its premises. EU-OSHA will inform the contractor of its decision concerning the proposed candidates within a reasonable timeframe prior to the planned starting date.

The "contrato de puesta a disposición" will have to be signed by the contractor before the actual starting date of the interim staff and sent to EU-OSHA prior the delivery of the service. For each interim staff member, a minimum trial period of 10 working days will apply.

The contractor will be responsible for developing and agreeing with EU-OSHA a **reporting system for expenditure** charged against the specific contract in order to keep EU-OSHA regularly informed.

Sample specific contract can be found in Annex 10 for information.

3.4.2. Formal requirements

The contractor will be bound to provide evidence to EU-OSHA of the amount paid to the interim staff provided and the fulfillment of its obligations in respect of social security contributions. For this reason it will have to provide, together with the corresponding monthly invoices and the times-sheets, a copy of the pay slips signed by the interim staff workers, a copy of the TC2 showing the interim staff provided, and a copy of the latest TC1 paid for the corresponding social security number (Código de Cuenta de Cotización).

3.4.3. Terms of payment

With respect to the specific contracts signed under the framework contract, payments will be made against acceptance by EU-OSHA of agreed deliverables and provision of the necessary supporting documentation and reports as indicated in the sample framework contract in Article I.6.

3.5. *Communication between EU-OSHA and the tenderer*

Any contact between the contracting department and the tenderer during the procedure is forbidden, save in exceptional circumstances and under the conditions described in the invitation to tender (section 9).

3.6. Submission of a tender by a consortium of companies

Joint tenders from consortia of providers are permitted provided that conditions for adequate competition are observed. A consortium can be a permanent legally established grouping or a grouping which has been constituted for this tender procedure.

Tenders from consortia of firms or groups of providers, contractors or suppliers must specify the role, the qualifications and experience of each member of the group.

The consortium must clearly indicate which provider will be carrying out which tasks as well as who has been appointed by the others as the lead partner. The lead partner shall be the contracting party with EU-OSHA and shall be responsible for the overall performance of the contract and management of the other members of the consortium; however, all partners must assume joint and several liabilities towards EU-OSHA.

Notwithstanding the above, each member of the consortium must be eligible in accordance with the exclusion criteria in section 5.2.1 and provide the required evidence. In addition, members must be capable of performing the contract in accordance with the selection criteria in section 5.2.3 and complete Annex 6: [Consortium form](#).

Tenders must include the means of control provided by the incorporation law of the constituent legal entities. If the consortium is not already legally established, in the event of a joint tender being awarded the contract, EU-OSHA will require the tenderers to give a formal status to the proposed association before the contract is signed.

See additional information in section 5.2.3 [□ Technical and professional capacity](#)

3.7. Subcontracting

Subcontracting is permitted subject to approval by EU-OSHA, but the contractor will retain full liability towards EU-OSHA for performance of the contract as a whole. EU-OSHA may give approval either by accepting the tenderer's offer, or by prior written approval, if proposed by the tenderer after contract signature.

The tenderer must indicate clearly which parts of the work will be subcontracted. The total value of the subcontracted part of the services cannot represent the total value of the contract. All subcontractors, covering 10% of the work or more, must satisfy all criteria applicable to the award of the contract.

If the identity of the intended subcontractor is already known at the time of submitting the tender, **all subcontractors must provide the required evidence for the exclusion and selection criteria** (sections 5.2.1 and 5.2.3) and complete Annex 7: [Subcontracting form](#).

If the identity of the subcontractor is not known at the time of submitting the tender, the tenderer who is awarded the contract will have to seek EU-OSHA's prior written authorisation before entering into a subcontract. Where no subcontractor is given, the work will be assumed to be carried out directly by the tenderer.

See additional information in section [5.2.4](#).

3.8. Confidentiality and public access to documents

All documents submitted by the tenderer become property of EU-OSHA and are deemed confidential.

In the general implementation of its activities and for the processing of tendering procedures in particular, EU-OSHA observes EU regulations as described in the invitation to tender (section 14 and 15):

Regarding public access to documents EU-OSHA applies the EU Council regulation 1049/2001 of 30 May 2001.

3.9. Price

Prices must be quoted in euros, and this applies also to tenderers from countries which are not part of the eurozone, using the conversion rates published in the C series of the Official Journal of the European Communities on the day when the invitation to tender was issued (see <http://ec.europa.eu/budget/inforeuro>).

For tenderers in such countries, the price quoted may not be revised in line with exchange-rate movements and the tenderer accepts the risks or benefits of any fluctuations.

Prices should be quoted free of all duties, taxes and other charges, i.e. also free of VAT, as EU-OSHA is exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities of 8 April 1965 (OJ L 152, 13 July 1967).

For those countries where national legislation provides an exemption by means of a reimbursement, the amount of VAT must be shown separately. In case of doubt about the applicable VAT system, it is the tenderer's responsibility to contact national authorities to clarify the way in which the European Community is exempt from VAT.

The price quoted must be fixed and not subject to revision. The price tendered must be all-inclusive and expressed in euros. Costs incurred in preparing and submitting tenders, or associated with attendance at tender opening sessions, are borne by the tenderers and cannot be reimbursed.

3.10. Additional important information

The tenderer shall be bound by the submitted tender for a period of six months following the closing date for submission. The successful tenderer must maintain this tender for a further 90 days from the date of notification of the award.

Completing the adjudication or the procedure of the tender specifications in no way imposes on EU-OSHA an obligation to award the contract. EU-OSHA shall not be liable for any compensation with respect to tenderers whose tenders have not been accepted, nor shall EU-OSHA be liable when deciding not to award the contract. This decision must be substantiated and the tenderers notified.

EU-OSHA's contractual obligation commences only upon signature of the contract with the successful tenderer

In case of doubt over interpretation of tender documents, the original English language version prevails.

4. Content of the tender and presentation

Tenderers are expected to examine carefully and respect all instructions and standard formats contained in these specifications for tender.

The tender must be clear and concise, with continuous page numbering on part B, so that it constitutes a coherent whole. As tenders will be judged on the content of their written tenders, these must clearly demonstrate that the tenderer is capable of carrying out the work.

Tenders must be submitted in one of the official languages of the European Union. In order to ease and speed up the tender evaluation, English is the preferred language for submission. The tender should be signed by the legal representative and be perfectly legible in order to rule out any ambiguity.

The documentation must be presented in a paper version and in an electronic version (USB memory stick or equivalent).

All tenders must consist of the following parts:

- Part A: Administrative part and supporting documentation
- Part B: Technical proposal
- Part C: Financial proposal

4.1. Part A — Administrative part and supporting documentation

The supporting documentation is an important part of the tender and must be complete to guarantee that the tenderer's technical proposal will be evaluated.

The administrative part must contain all the information and documents required by the contracting authority for the appraisal of tenders and, in particular, the following documents:

- **Checklist.** (Annex 1).
- **Declaration of honour – Exclusion criteria and selection criteria.** (Annex 2: Declaration of honour with respect to the Exclusion and selection criteria).
- **Tenderer's administrative information**, providing EU-OSHA with details on the legal status and the relevant information required (Annex 3: Administrative tender data form).
- **Legal Entity Form** (Annex 4)
- **Financial Identification Form** (Annex 5: Financial Identification Form, including all documents required by those forms).
- If applicable, the **Consortium form**. (Annex 6: Consortium form).
- If applicable, the **Subcontracting form**. (Annex 7: Subcontracting form).
- **Supporting documents for the selection criteria** (all documentation requested in section 5.2.3).

4.2. Part B — Technical proposal

This section is of great importance in the assessment of the tenders, the award of the contract and the future execution of any resulting contracts. The technical proposal must meet all the specifications set out in the award criteria. Tenders must be specific and realistic while remaining clear and concise, in terms of both content and presentation.

The technical proposal must be presented in a paper version and in an electronic version (USB memory stick or equivalent).

Tenderers must provide a detailed and factual document of maximum 5000 words and 12 pages, presenting the tenderer's approach to **project management and quality assurance** with regards to the scope of this tender specifications. **Only the most restrictive of the limits will be considered** and, therefore, text beyond the specified length will not be taken into consideration.

The document shall cover the following:

- Capacity to respond to Agency's needs in terms of quality, quantity and conditions
- Management approach

The technical proposal will be assessed against the criteria set out in section 5.3 Award criteria.

4.3. *Part C — Financial proposal*

The Financial proposal will be constituted by a coefficient. The price of the services, indicated per hour of work, will be the result of multiplying the coefficient offered by the contractor to the gross salary of the interim staff (for information purposes, the gross monthly salaries applicable by EU-OSHA in 2016 per group and category of contract agents are detailed above under section 2.7).

The coefficient must cover all the tenderer's expenses, social insurance charges and employers' contributions and any other contributions and payments established by law. It shall be fixed throughout the duration of the Framework Service Contract. The coefficient offered should be the same independently of the category of the staff requested. This coefficient will be applied to each hour of work for the interim staff.

Tenderers should fill in the table proposed in Annex 9 indicating the coefficient to be applied to each hour of work for the interim staff.

Financial proposal must meet the requirements regarding budget indicated in these specifications (section 2.7).

The financial proposal must be presented in a paper version and in an electronic version (USB memory stick or equivalent).

4.4. *Double envelope system*

Tenders must be submitted in accordance with the double envelope system.

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

- the reference number of the tender (**EU-OSHA/2016/OP/F/SE/0024**)
- the project title (**Provision of interim staff services**)
- the name of the tenderer;
- the indication 'Tender — Not to be opened by the internal mail service';
- the address for submission of tenders (see below).

The date of posting should be legible on the outer envelope.

The three innermost envelopes are:

- **Envelope A — Administrative part and supporting documentation: one original and one electronic copy**
- **Envelope B — Technical proposal: one original** (in paper, unbound, clearly marked 'Original' and each page to be signed/initialled), **two copies** (on paper, bound and each marked as 'Copy') and **one electronic copy** (USB memory stick or equivalent) as requested in section 4.2.
- **Envelope C — Financial proposal: one original** (in paper, unbound, clearly marked 'Original' and each page to be signed/initialled), **two copies** (on paper, bound and each marked as 'Copy') and **an electronic copy** (USB memory stick or equivalent) as requested in section 4.3.

4.4.1. Postal address

European Agency for Safety and Health at Work
Reception – 5th Floor
Calle Santiago de Compostela, 12
48003 Bilbao
Spain

4.4.2. Submission

Tenders may be postmarked not later than the date indicated in the timetable in [section 1.3](#) and as stated in the invitation to tender, 03/02/2017, in which case the evidence of the date of dispatch shall be constituted by the postmark or the date of the deposit slip.

Alternatively, tenders may be delivered by hand to EU-OSHA premises not later than 12:00 hours on the same date. In this case, a receipt must be obtained as proof of submission, signed and dated by the department who takes delivery. Opening times are from 09:00 to 17:00 Monday to Friday. EU-OSHA is closed on public holidays, Saturdays and Sundays.

5. Opening, evaluation and award of the contract

Tenders will be opened and evaluated by persons possessing the technical and administrative capacities necessary to give an informed opinion on the tenders. Members of the opening and evaluation panel are nominated on a personal basis by EU-OSHA under guarantee of impartiality and confidentiality.

5.1. Opening session

The main aim of the opening session is to check whether the tender received is compliant with the following formal requirements:

- The tender was submitted not later than the submission deadline.
- The envelope containing the tender is sealed.
- The tender is written in any of the official languages of the European Union.
- The technical proposal tender is signed on each page and the administrative documentation and the financial proposal are signed where signature is specified.
- The tender contains all parts as indicated in section 4. Content of the tender and presentation
- Part A: Administrative part and supporting documentation; Part B: Technical proposal; Part C: Financial proposal;

EU-OSHA reserves the right to exclude tenders that fail to comply with any of the above-mentioned requirements.

The opening session will take place on the date indicated in the time schedule in section 1.3 at the premises of EU-OSHA.

Tenderers wishing to attend the opening session must follow the indications stated in the invitation to tender (section 8).

5.2. Evaluation session

Tenders complying with the formal requirements and checked during the opening session will be evaluated in three stages:

- The evaluation committee will discuss the **eligibility** of the tenderer to participate in the tendering procedure according to the **exclusion criteria** in section 5.2.1.
- The evaluation committee will check the **capacity** of the tenderer to perform the contract in view of the **selection criteria** in section 5.2.3. If one of the relevant criteria listed under the selection criteria is not positive, the tender may not be further evaluated.
- The evaluation committee will **evaluate the technical and financial proposals** and award a score for each tender according to the best quality/price ratio (section 5.3).

The contract will be awarded to the tenderer offering the best value for money, taking into account the award criteria.

The evaluation procedure is confidential. The evaluation committee's deliberations are held in closed session and its decisions are collective. The members of the evaluation committee are bound to secrecy.

5.2.1. Exclusion criteria

EU-OSHA shall accept a signed Declaration of honour as satisfactory evidence that the tenderer is not in one of the situations described in the Declaration of honour (Annex 2 Declaration of honour with respect to the Exclusion and selection criteria).

The **awarded tenderer shall provide**, within a time-limit specified by the awarding authority and prior to the signature of the contract, **the additional documentation that is described in the declaration (Annex 2)**.

5.2.2. Administrative capacity

Any tenderer has to prove that they are authorised to perform the contract under national law, as evidenced by inclusion in a trade or professional register, or a sworn declaration or certificate, membership of a specific organisation, express authorisation, or entry in the VAT register. (see Annexes 3, 4 and 5).

In the case of a consortium submitting a tender, or in case of subcontracting each member of the consortium and subcontractor(s) must provide the required evidence.

The evaluation committee will examine the tenders to ensure that the information requested in the selection criteria has been provided and that the tenderer fulfils all these criteria. Tenders which fail to include some of the information requested may be rejected outright.

5.2.3. Selection Criteria

The evaluation committee will examine the tenders to ensure that the information requested in the selection criteria has been provided and that the tenderer fulfils all these criteria. Tenders which fail to include some of the information requested may be rejected outright.

- **Economic and financial capacity**

Proof of economic and financial capacity must be furnished by:

- a statement of overall turnover and turnover **concerning the provision of tasks and services described in these tender specifications (minimum requested is 170,000 €)** for the last three financial years (a statement **concerning other types of services** will not be taken into consideration);
- financial statements for, at most, the last three years for which accounts have been closed.
- **Technical and professional capacity**

The purpose of this section is to detail the minimum requirements that the tenderer must fulfil in order to be considered in the process. In this context, this section will describe:

- Requirements
- Documents to assure the fulfilment of the requirements regarding references of similar projects, qualifications and resumés of the involved team
- Documents to be provided in case of subcontracting or consortium

The tenderer must demonstrate the ability to meet the following requirements:

- a) Appropriate organisational and staffing structure for the services required by EU-OSHA under these tender specifications;
- b) A minimum of three years' experience of projects similar to the services described in these tender specifications, acquired in the period 2013-2015, for clients in the public and private sector at national/international level;
- c) Competent staff to carry out the services. The account manager and the main team members responsible for carrying out the tasks must have the appropriate educational qualifications and the professional experience in the services required under these tender specifications;
- d) Appropriate facilities, technical equipment and material to carry out the services required;
- e) Sufficient number of interim staff in databases to accommodate the EU-OSHA needs;
- f) Professional competence.

The following documents and information must be presented as evidence of compliance with the technical and professional requirements:

For a)

- A **concise company profile** (maximum 5000 words), describing the tenderer's main current activities and **demonstrating the ability to provide services similar** to those communicated in these tender specifications;
- A description of the firm's **organizational structure** (maximum 3000 words), including a statement of the average annual manpower and the number of managerial staff in the last three years. The tenderer must provide a description of the organization and the hierarchy levels.

For b)

- A list of the main contracts for which **the services described in** these tender specifications have been provided over the last three years.

For c)

- Tenderers should supply minimum of 2 CVs of managerial staff with at least 5 years of relevant professional experience;
- Minimum of 3 CVs of the person responsible for providing the services to EU-OSHA with at least 3 years of relevant professional experience;
- Proof of English knowledge, at B2 level, to be able to discuss about interim services with non-Spanish native speakers.

The CVs will be assessed in terms of technical expertise in managing similar projects, and priority will be given to seniority.

The CVs must show evidence of the experience and necessary/relevant qualifications.

Tenders are requested to use the European template, which can be downloaded at <http://euopass.cedefop.europa.eu/en/documents/curriculum-vitae/templates-instructions>

For d)

Tenderers shall supply a short description of the firm's premises and facilities, including a description of the applications to be used to perform the tasks.

For e)

Tenderers shall supply the following documents detailing the educational and professional experience of interim staff as follows:

- Detailed information about average of interim staff per category currently available in their databases

The CVs must show evidence of the experience and necessary/relevant qualifications.

Tenders are requested to use the European template, which can be downloaded at <http://europass.cedefop.europa.eu/en/documents/curriculum-vitae/templates-instructions>

The CVs must show evidence of language skills (min. B2 in English; other languages would be an asset)

For f)

Tenderers shall supply all the following documents:

- 1) Evidence of registration in a professional register of temporary employment agencies under the conditions laid down in the law of the European Union country where it is established (in the case of Spain, the administrative authorization referred to in Article 2(2) of Act 14/1994 of 1 June regulating temporary employment agencies, as amended by Act 29/1999 of 16 July).
- 2) The tenderer should provide a declaration on the honour confirming their "full compliance with obligations imposed by Spanish law Act No 31/1995 of 8 November 1995 on occupational risk prevention on the health and safety of workers in the workplace". Before signing the contract, the successful tenderer must provide EU-OSHA with a certificate issued by the authorized body of the Country that confirms its full compliance with this paragraph.

5.2.4. Documents to provide in the case of tender by a consortium and/or subcontracting

An economic contractor may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the contracting authority that it will have at its disposal the resources necessary for performance of the contract, for example by demonstrating that those entities have undertaken to place these resources at the disposal of the tenderer.

Under the same conditions, a consortium of economic contractors may rely on the capacities of members of the consortium or of other entities.

- **Consortium:** Each member of the consortium must provide evidence for:
 - The Consortium form (see annex 6);
 - The declaration on honor (exclusion criteria, see Annex 2);
 - The administrative data (see Annex 3);
 - A statement of overall turnover and turnover for the last three years(economic capacity);
 - A concise company profile and a list of main contracts (technical and professional capacity);

The evidence provided by each member of the consortium will be checked to ensure that the consortium **as a whole** fulfils the criteria.

- **Subcontracting:** The tenderer must clearly indicate which parts of the work will be subcontracted, and give the identity of all subcontractors undertaking more than 10 % of the work by value.

Each subcontractor should present proof of exclusion criteria, economic, technical and professional capacity by providing:

- **The subcontracting form (see Annex 7);**
- The declaration on honor (exclusion criteria, see Annex 2);
- The administrative data (see Annex 3);
- A statement of overall turnover and turnover for the last three years the value of the subcontracted services (economic capacity);
- A concise company profile, including a short description of the subcontractor's economic activity demonstrating the ability to provide services that will be subcontracted (maximum of 1500 words), including its activity with regards to the scope of these tender specifications;
- **Detailed CV(s)** of the subcontractors' staff related to the subcontracted tasks (for details on how to submit a CV, refer to the section e) above).

As the technical and professional capacity of tenderers will be assessed on the basis of the documents requested above, tenderers should note that any total or partial omission of information for which one or more providers involved in the tender are responsible may lead EU-OSHA to exclude the tenderer from the rest of this procedure.

5.3. Award criteria

Once the tenderer has demonstrated the appropriate capacity to perform the contract on the grounds of the exclusion and selection criteria, the tenders will be assessed on the basis of the award criteria.

A quality mark will be given to the tender, based on a technical evaluation of the tender as described below. In particular, the tenderer's attention is drawn to the description of all the requirements for the services to be covered. The financial evaluation will be based on the prices submitted by the tenderer in the financial proposal.

The award is based on the following elements:

- Quality evaluation
- Financial evaluation

5.3.1. Evaluation of the tender's quality

The sum of all technical award criteria gives a total of 100 points. The respective weighting between the different qualitative awards criteria depends on the nature of the services required and is consequently closely related to the tender specifications. The award criteria are thus quantified parameters that the tender should comply with.

Technical tenders should elaborate on all points addressed by these specifications in order to score as many points against the technical award criteria as possible. The mere repetition of mandatory requirements set out in these tender specifications, without going into detail or without giving added value, will only result in a very low score.

The technical award criteria will consider all elements of the two parts related to the quality of the tender as described in the following table:

Award criteria	Information to be provided	Maximum Score
Capacity to respond to Agency's needs in terms of quality and quantity conditions	Tenders will be assessed in terms of their overall quality, suitability and completeness, according to the criteria set below:	
	1. Proposed procedure to respond in a professional and timely manner to any type of request for the provision of interim staff services	15
	2. Searching methods and means to establish a sufficient pool of candidates (e.g. existing pool of candidates, advertisement in newspapers, internet and other means, etc.)	20
	3. Tools and methods ensuring that the proposed candidates match the requested profiles and have the required skills, experience and competence for the job (e.g. assessment of CVs, interviews and tests concerning language and computer skills, etc.)	15
	4. Sample of 4 CVs for the job profiles listed above under section 2.1. (personal data do not have to be revealed)	10
	Subtotal	60 (min. 30)
Management approach	Tenderers shall demonstrate a maximum efficiency in terms of organization, flexibility, service orientation according to the criteria set below:	
	1. Flexibility of the administrative formalities relative to entry into service, replacement and exit of interim staff, bearing in mind that interim staff are to be made available in a timely manner.	10
	2. Team organization to ensure maximum efficiency and quality in the performance of the services.	10
	3. Customer service policy including methodology to ensure continuity of the service and proper performance during peak loads, availability during out-of-office hours, etc.	10
	4. Proposed monitoring / reporting system for expiring of contracts.	10
Subtotal	40 (min. 20)	
Total score		100 (min. 60)



Minimum score per criterion

Tenders scoring less than 50% for any criterion will be deemed to be of insufficient quality and eliminated from further consideration.

Minimum overall score

Tenders scoring less than 60% after the evaluation process will be considered to be of insufficient quality and eliminated from the subsequent stages in the evaluation process.

5.3.2. Financial Evaluation

The financial evaluation will be made on the basis of the total price of the tender in the Financial proposal Model Form (Annex XIII).

The cheapest financial tender will receive the maximum points (100). The rest of the tenderers' tenders will be awarded points in relation to the best tender as follows:

Score of the financial tender = (lowest price ÷ price of tender in question) x 100

5.3.3. Award

The contract will be awarded to the tenderer offering the best value for money, which will be those with the most advantageous price-quality ratio established by weighting the technical quality against the price according to the following proportion:

- **50%** for the technical quality of the tender
- **50%** for the price of the tender

Final score = (50% x score for technical award criteria) + (50% x score for price)

The better ranked one will be proposed as the contractor.

ANNEXES

- Annex 1: Checklist**
- Annex 2: Declaration on honour on exclusion criteria and selection criteria**
- Annex 3: Administrative tender data form**
- Annex 4: Legal Entity Form**
- Annex 5: Financial Identification Form**
- Annex 6: Consortium form**
- Annex 7: Subcontracting form**
- Annex 8: Technical proposal form**
- Annex 9: Financial proposal form**
- Annex 10: Draft FWC for Services**
- Annex 11: Privacy Statement on the protection of personal data in relation to procurement procedures**
- Annex 12: Curriculum Vitae Model**
- Annex 13: Confidentiality Clause**
- Annex 14: EU-OSHA public holidays for 2017**