

## **OPEN CALL FOR TENDERS**

*concludes with a **single Framework service contract***

### **Tender Documentation**

#### **Consultation services in fiscal and taxation areas**

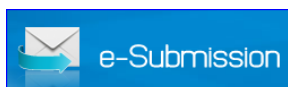
#### **ENISA F-EDO-22-T03**

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*Offers via e-Submission portal **ONLY***

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### 1.1 INTRODUCTION

The European Union Agency for Cybersecurity (ENISA) was established by the European Parliament and the Council Regulation (EU) No 2019/881 of 17 April 2019 (OJ L 151/15, 07.06.2019). ENISA contributes to EU cyber policy, enhances the trustworthiness of ICT products, services and processes with cybersecurity certification schemes, cooperates with Member States and EU bodies, and helps Europe prepare for the cyber challenges of tomorrow. The Agency's Seat is located in the metropolitan area of Athens, Greece and its branch office is in Herakleion, Crete (Article 3 of the Seat Agreement as ratified by Law 4627/2019 (OJ A'143-25/9/2019) and a branch (antenna) office in Brussels, Belgium

### 1.2 SCOPE

The European Union Agency for Cybersecurity, ENISA, is the Union's Agency dedicated to achieving a high common level of cybersecurity across Europe. Established in 2004 and strengthened by the EU Cybersecurity Act, the European Union Agency for Cybersecurity contributes to EU cyber policy, enhances the trustworthiness of ICT products, services and processes with cybersecurity certification schemes, cooperates with Member States and EU bodies, and helps Europe prepare for the cyber challenges of tomorrow. Through knowledge sharing, capacity building and awareness raising, the Agency works together with its key stakeholders to strengthen trust in the connected economy, to boost resilience of the Union's infrastructure, and, ultimately, to keep Europe's society and citizens digitally secure.

The permanent mandate and enhanced role of the Agency established by the 2019 EU Cybersecurity Act (CSA) and ENISA's new strategy are two milestones that mark an unprecedented and exciting period in the 17 years of the Agency's life. ENISA aims to build from these two success stories and continue to raise cybersecurity awareness in the EU public fora. In addition, as regards to Article 3 (1c) of the MB decision MB/2020/9 planning, coordinating and implementing communication and outreach activities, the Agency needs to support the necessary activities to fulfil tasks as set out in Art. 21 and 23 of the CSA.

In order to do so the Agency's communications sector supports the implementation of the Agency's Annual Work Programme and has developed a Multi-Annual Communication Strategy and a brand positioning strategy. The strategy lists the steps that the Agency needs to undertake to strengthen its existing communication activities and credibility among its key stakeholders while serving its strategic and policy goals.

### 1.3 OBJECTIVES

The Agency's objectives are as follows:

- ENISA shall be a centre of expertise on cybersecurity by virtue of its independence, the scientific and technical quality of the advice and assistance it delivers, the information it provides, the transparency of its operating procedures, the methods of operation, and its diligence in carrying out its tasks.
- ENISA shall assist the Union institutions, bodies, offices and agencies, as well as Member States, in developing and implementing Union policies related to cybersecurity, including sectoral policies on cybersecurity.
- ENISA shall support capacity-building and preparedness across the Union by assisting the Union institutions, bodies, offices and agencies, as well as Member States and public and private stakeholders, to increase the protection of their network and information systems, to develop and improve cyber resilience and response capacities, and to develop skills and competencies in the field of cybersecurity.

- ENISA shall promote cooperation, including information sharing and coordination at Union level, among Member States, Union institutions, bodies, offices and agencies, and relevant private and public stakeholders on matters related to cybersecurity.
- ENISA shall contribute to increasing cybersecurity capabilities at Union level in order to support the actions of Member States in preventing and responding to cyber threats, in particular in the event of cross-border incidents.
- ENISA shall promote the use of European cybersecurity certification, with a view to avoiding the fragmentation of the internal market. ENISA shall contribute to the establishment and maintenance of a European cybersecurity certification framework in accordance with Title III of this Regulation, with a view to increasing the transparency of the cybersecurity of ICT products, ICT services and ICT processes, thereby strengthening trust in the digital internal market and its competitiveness.
- ENISA shall promote a high level of cybersecurity awareness, including cyber-hygiene and cyber-literacy among citizens, organisations and businesses.

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## 2. ADDITIONAL INFORMATION

Further information about ENISA can be obtained on its website: [www.enisa.europa.eu](http://www.enisa.europa.eu).

## PART 2 TERMS OF REFERENCE

### I. SCOPE OF THIS TENDER


By means of this Call for Tenders ENISA seeks to find one suitably qualified contractor to provide the services as stipulated in the Technical Specifications outlined below. A framework service contract will be offered to the successful tenderer. The procurement procedure covers the provision of on-site (intra-muros) and off-site (extra-muros) consultancy services in fiscal and taxation areas. The actual volume and type of services of each order will depend on the needs of ENISA.

Subject of the tender	Maximum budget
Consultation services in fiscal and taxation areas	A maximum budget of <b>€250.000,00 (two hundred and fifty thousand euro)</b> over the maximum possible period of <b>4 years</b>
Last date for <u>dispatch</u> of offers	<b>30<sup>th</sup> March 2022 until 18:00 CET</b>

**PLEASE NOTE:** *This tender procedure is limited to tenderers which are legally incorporated or which have an incorporated subsidiary in a member state of the European Union/EEA as well as SAA countries<sup>1</sup>. The Agreement on Government Procurement (GPA) does not apply to EU Regulatory Agencies and as such, ENISA cannot accept offers from legal entities based in 'third countries'.*

**IMPORTANT: For entities outside the EU (including UK based entities):**

*The United Kingdom is now considered a 'third country by the European Union'. ENISA cannot therefore accept submissions from legal entities based in the UK, nor can a UK legal entity be nominated as part of a consortium. Subcontracting of UK (and other third country) entities is allowed. In these cases, any transfer of personal data to third countries shall only take place after prior authorisation of ENISA and shall fully comply with the requirements laid down in Chapter V of Regulation (EU)2018/1725.*

<b>Method of submitting tenders:</b>  e-Submission	<b>e-Submission portal</b>  <i>Courier or postal service</i>  <i>By hand</i>  <i>By email</i>	<b>YES</b>  <b>NO</b>  <b>NO</b>  <b>NO</b>
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<sup>1</sup> Under the Stabilisation and Association Agreements (SAA) economic operators established in FYROM, Albania, Montenegro, Serbia, Bosnia and Herzegovina and Kosovo have been granted access to procurement procedures of the Union institutions, agencies and bodies.

## 1. GENERAL DESCRIPTION OF THE REQUIRED SERVICES

ENISA is seeking the provision of tax and fiscal consultancy services to ensure the harmonization and compliance of its activities with the applicable Greek fiscal and taxation law.

The 2019 Seat Agreement between the Hellenic State and ENISA (Greek Law 4627/2019) stipulates the privileges and obligations of the Agency for its operations in Greece. In particular, ENISA, in conformity with the Protocol on the Privileges and Immunities of the European Community (Protocol No7 to the Treaty of Functioning of the European Union (TFEU)), is exempted from all national direct and indirect taxes, including VAT.

As the taxation rules and obligations are constantly changing, the challenge is for any international organisation based in Greece, such as ENISA, to be well informed on the legislative changes and to comply to the fullest extent with its fiscal obligations.

The Agency requires full compliance with the EU Data protection regulations and requests that the tenderer demonstrates in their offer the systems put in place in their organisation to ensure this compliance. See Section 7 below for reference to the applicable regulations.

The tasks and services, as detailed below in Section 2, will be ordered from the successful contractor via Specific Contracts/Order Forms; either on an annual /semi-annual basis for regular services or on an ad hoc basis as required for specific tasks.

The services will be delivered intra-muros (in the Contracting Authority's premises) or extra-muros (in the Contractor's premises) depending on the task and services requirements.

For each of the tasks and services below, a specific person (single point of contact) within the tenderer's organisation, as well as a backup, shall be clearly assigned in order to ensure clear lines of communication and continuity of service with ENISA's Finance team. It is the responsibility of the contractor to ensure business continuity at all times with a minimum disruption to ENISA services.

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### 1.1 SECURITY CLEARANCE

The successful tenderer shall present to ENISA, prior to contract signature, official documents stating the absence of criminal records for each of the service providers employed by them at the premises and/or branches of ENISA as well as a valid residence permit for non-Greeks. In case of replacement, the tenderer is obliged to provide security clearance documents for the new service provider assigned.

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### 1.2 SOCIAL SECURITY CONTRIBUTIONS AND COMPLIANCE WITH LABOUR LAW

The contractor has the obligation

a) to comply with the labour laws, such as the legislation referring to the payment of the employees' salaries in line with the respective employment contract, as well as the collective agreements of the Member State where the contractor is established

and

b) to fulfil obligations relating to the payment of social security contributions of their personnel assigned to ENISA in accordance with the legal provisions of the country in which they are established or those of Greece.

In case of non-fulfilment of these legal requirements, the Contracting Authority will consider relevant measures, as set out in the Framework Service Contract, such as the termination of the contract.

ENISA reserves the right to check any documentation describing the above mentioned requirement throughout the whole duration of the contract.

Please note that there is no contractual relationship between ENISA and the intra-muros service providers. In-house service providers are neither bound to ENISA by the provisions of the Staff Regulations nor by national law.

## 2. DESCRIPTION OF SERVICES TO BE PROVIDED

The prospective contractor will be requested to provide services from the following non-exhaustive list:

- Services relating to local registrations and taxations, including eventual obligations of the Agency in relation to EFKA and ERGANI;
- Advisory services pertinent to the functioning of ENISA in Greece as an International Organisation/Diplomatic Mission;
- Assist and streamline the tax related procedures;
- Examine if requested by ENISA, any communication received by the Ministry of Economy and related Authorities (indicatively IAPR) and any formal letter or communication received from the Ministry of Foreign Affairs and assist to reply in tax/fiscal related matters;
- Review and update ENISA on any change/amendment in Greek taxation law and provide training to ENISA staff via different learning formats;
- Provision of tax consultation/support to ENISA staff for any issue relevant with Greek taxation legislation i.e. but not limited to issuing of Tax Identification Number, property tax, VAT compliance, bank account issues, double taxation avoidance etc.
- Services related to preparation and submission to the Tax Office and reporting of relevant documentation related to the Agency's VAT exemption requests (submission, follow-up and reporting).
- Services related to the Agency's Staff members VAT exemption requests (submission, follow-up and reporting).
- Other consultancy services related to the field of expertise

It should be noted that the list above is non-exhaustive and that the future contractor may be asked by ENISA to provide support in other areas falling within the scope of fiscal and taxation consultancy services. These additional services should be governed by the provisions of this contract.

Furthermore, the attention of the contractor is drawn to the fact that the majority of our services will require work in Greek language, to deal with Greek suppliers, local/national Greek authorities and thus knowledge of the Greek regulations is mandatory.

## 3. QUALITY CONTROL

The contractor needs to demonstrate its performance also in terms of service provision to the standards required of a European Agency. Indicatively, the contractor shall:

- respond to the ENISA requests within a maximum period of 3 working days from the time of request;



- process the VAT exemption certificates within 7 days of receipt and ensure follow up of the submissions;
- set up and coordinate monthly, quarterly and annual meetings with ENISA and provide requested reporting based on the Specific Contract/Order Form requirements;
- provide thorough analysis for any complicated related to the services matter, including detail reporting on a monthly basis (Requirements can be established at working level);
- comply with the standards of service provision of the profession as these are set by the respective framework;
- establish a stable project team with at least one partner and at least three senior members within all the duration of the FWC.
- Ensure business continuity at all times
- Reports and written deliverables are simple and clear and of high standard of English/Greek and do not require additional proof reading.

It is important to note that the contractor's services will be evaluated twice per year by ENISA not only for the compliance of the tax and advisory services but also in the context of service provision and timely processing of requests.

Failure to provide the expected quality of work and/or delays in the provision of the specific services according to above mentioned timelines (or to timelines mutually agreed), may lead to reduction of payment in proportion to the level of underperformance. An amount of up to 30% of the total cost for the services included in each Order Form can be deducted, in accordance with the Articles II.15; 16 of the Framework Contract.

In the case that ENISA rejects back to the contractor specific requested services which have not been delivered to the appropriate standard more than twice, and this happens on three separate occasions over six months, then ENISA has the right to terminate the contract.

All the provided services must comply with the requirements set out in the technical specifications. In particular, elements to be monitored include:

1. Efficiency in providing intra-muros service providers with the requested profiles;
2. Quality of the intra-muros service providers and adherence to the profile requirements;
3. Quality of the extra-muros services offered;
4. Swiftiness of the response to orders;
5. Respect of deadline dates;
6. Quality of the contractor's administration;
7. Follow-up and service management of the contractor's service providers;
8. Quality of language and proofreading (in writing) in case of responses to ad hoc requests for consultancy.
9. Sensitivity of the information handled

#### 4. PUBLIC LIABILITY INSURANCE CONTRACT

The successful tenderer, prior to the signature of the contract, shall provide a Public Liability Insurance Contract from a recognised company with a limit of not less than € 200.000 total coverage. The insurance should be renewed on an annual basis and until the Framework Contract expires.

#### 5. TIME AND MEANS ORDERS

Services shall be provided on the basis of Time and Means orders, which correspond to the order of a number of days performed at the Contracting Authority's premises (intra-muros)<sup>2</sup> or Contractor's premises (extra-muros).

The Contractor must have the administrative and technical capacity to carry out in parallel several individual orders and must be able to provide the services ordered rapidly and with to a high-quality standard.

The Time and Means orders will be executed following the steps below:

##### **Step 1: Request for Services**

The Contracting Authority is responsible for the preparation of the requirements/specifications by using a request for services to be sent to the Contractor. The Contracting Authority shall specify in the Request for Services deadline for delivery of the Contractor's offer. The time allowed to the Contractor must be at least six (6) working days. The Request for Services must also include:

- The workload (e.g. person-days);
- The specific needs for the requested profile(s);
- The expected start date.

##### **Step 2: Formal offer**

The Contractor sends a formal offer, including a financial offer as well as a list of candidates/service providers having the required profiles by email to the Contracting Authority. The Candidate's list will include for each the name of the candidate, the date(s) that the candidate is available, the candidate's profile and whether the candidate is permanent or non-permanently employed.

The CVs of all candidates must be attached to the list emailed to the Contracting Authority.

##### ***The following conditions relating to a Formal offer apply horizontally:***

- The service providers proposed by the contractor must match the requested profile description and the specific needs indicated in the request;
- The contractor must be able to propose at least 2 qualified service providers per requested profile for the choice of the Contracting Authority;
- Pre-defined CV forms must be used (Europass format). All information indicated in the CV has to be correct and validated by the contractor;

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<sup>2</sup> It should be noted that for all intra-muros employees the Contractor should comply with and be liable for all labour, fiscal and related issues.

- Prior to the interview, the contractor shall provide the adequate briefing to the proposed service providers, highlighting all the specificities of the work environment and of the service to be provided;
- Video-conferencing with the Contracting Authority may be used and shall be organised by the contractor for the interview of the proposed service providers in the case this would be more efficient than a face-to-face meeting (e.g. due to Covid related measures and restrictions), to respect the maximum date set-up for running the interview;
- The proposed service providers must be available as stipulated in the request.

### **Step 3: Establishment of the Specific Contract Time and Means**

The Contracting Authority proceeds with the drafting of the Specific Contract based on acceptance of the formal offer. The Specific Contract will include details on the work to be carried out, the start date, the duration in days, the price, the workload in person days and its specific needs per requested profile.

#### ***The following conditions relating to a Specific Contract Time and Means apply horizontally:***

- The changes in the team should be allowed only in justified cases. The contractor shall give a month's notice to the Contracting Authority of any changes to the team. The prior agreement of the Contracting Authority must be obtained;
- In case of '*force majeure*', if the original service provider is no longer able to carry out the work, the contractor is obliged to inform the Contracting Authority, provide within 7 calendar days a competent replacement service provider and arrange sufficient training (during an adequate handover period where possible) so as to guarantee the continuity of the service provided to the Contracting Authority. Any such replacement will be effected at no additional cost to the Contracting Authority;
- In case of replacement, the handover period must be 10 working days, free of charge for the Contracting Authority. If a handover is not possible and additional training is needed for the replacement service provider, this service provider must perform 15 working days, free of charge for the Contracting Authority;
- In case of replacement, the contractor must propose a minimum of two replacement service providers with the required qualifications and experience for the profile. If the contractor does not propose suitable replacement service providers, the Contracting Authority may immediately terminate the related specific contract and claim liquidated damages (art.II.15 of the draft Framework Contract);
- On request of the Contracting Authority, the contractor may have to provide an adequate replacement of its service provider(s) working at the Contracting Authority's premises during their holidays or other periods of planned absence. The replacement service provider(s) must be given sufficient training and provided with all information necessary to guarantee the continuity of the service provided to the Contracting Authority. All such training and handover work will be carried out at the contractor's expense.
- If the selected service provider is no longer available, the contractor is obliged to inform the Contracting Authority immediately. If the specific contract is not yet signed by both parties, the contract will not be signed. If the specific contract is already signed, the Contracting Authority can

either cancel the contract or ask for a replacement with the performance of 10 working days free of charge.

- On demand from the Contracting Authority, the contractor must replace service provider(s) who prove incapable of carrying out the specified tasks to the required standards. The replacement candidates will be given sufficient training during an adequate handover period, so that (s)he may be immediately operational when the original candidate is withdrawn. Any replacement and training, if required, will be carried out at no additional cost to the Contracting Authority.
- The intra-muros service providers are authorised to telework, if specified in the specific contract or based on ENISA MT decisions.
- The contractor is responsible in all cases for ensuring business continuity of the services it delivers to the Contracting Authority.

**Nota Bene:** One full year corresponds to an effective workload of 220 working days.

### **Holidays**

The service providers must follow ENISA's holiday plan every year. The holiday schedule for each year is made available before the closing of the previous year. An indicative ENISA holiday list for 2022 can be found in Annex IX.

### **Step 4: Delivery**

Depending on the request, work can be executed on the Contracting Authority's premises and/or branches (exceptionally) (intra-muros work) or can be executed on the Contractor's premises (extra-muros work). The services will be provided by the Contractor during the standard working days and hours applicable to the contracting Authority's premises in Athens, Greece and branches. The required services and deliverables must be produced either in English or Greek as stipulated by the Contracting Authority.

The service providers providing the service intra-muros will only use the standard software packages and hardware in use in ENISA, and no other software or hardware may be installed or used without the written authorisation of the Contracting Authority.

The monthly deliverables are:

1. signed timesheets
2. activity report of each service provider related to the assigned project, to be delivered by the contractor together with the monthly signed timesheets.
3. activity report of the Contractor.
4. An updated planning of its service providers' holidays to the Contracting Authority for information purposes.

Invoices may be issued on a monthly basis according to deliverables progress.

## **6. CONFIDENTIALITY**

The contractor must declare in writing that its service providers working either intra-muros or extra-muros will respect the confidentiality of all information brought to their attention during the performance of their work

and that they will not divulge to third parties or use for their own benefit, or that of any third party, any document or information, even after completion of their assignment.

This obligation will continue after the end of the specific contract. The contractor must either include a clause to this effect in its contractual relationship with its service providers assigned to the Contracting Authority or by signature of a Declaration of Confidentiality that they will respect the confidentiality of any information which is linked directly or indirectly, to execution of the tasks. Such declaration of confidentiality shall also be required for each person involved in the delivery of the services pursuant to a specific contract or order form under the framework contract.

The contractor shall provide evidence to the Contracting Authority of this obligation. The contractor must obey to the rules on data protection as described under the General Conditions, Article II.9, of the Framework Contract.

## 7. CONTENT AND PRESENTATION OF THE TECHNICAL OFFER

The Tenderer shall enclose with their “Technical Offer“, all documents and information that will enable its offer to be assessed in terms of quality and of compliance with the specifications above (the technical description).

The Technical Offer shall include the following:

- Presentation of tender proposal;
- Evidence and material demonstrating expertise in the fields covered by this call for tender;
- Management practices, planning and resource allocation to tasks and experts, available to be used in order to meet the Agency’s requirements;
- Description of the company and the structure of the organization - examples of previous related services provided to international organisations
- Project management methodology that will be used for projects under this framework contract, explaining how possible projects would be carried out efficiently, timely and effectively;
- The procedure for the provision of service providers (e.g., backup solutions etc.);
- Quality management and service support
- In the case of a tender being submitted by a consortium, a description of the input from each of the consortium members and the distribution and interaction of tasks and responsibilities between them;
- A description of sub-contracting arrangements foreseen, if any, with a clear indication of the tasks that will be entrusted to a sub-contractor and the award methods to be used in relation to these tasks. A statement by the tenderer guaranteeing the eligibility of any sub-contractor shall be included as well, in case the subcontractor/s are not known at the moment of the tender submission.

The content of the technical offer is important for the award of the contract and the future execution of any resulting contract. Some guidelines are given above, but attention is also drawn to the award criteria, which define those parts of the technical proposal to which the tenderers should pay particular attention.

The technical proposal should address all matters laid down in the technical specifications as described.

Please note that, to ensure equal treatment to all tenderers, it is not possible to modify your offer after the expiry date. Consequently, incompleteness in this section can only result in a negative impact for the evaluation of the award criteria.

## 8. CONTENT AND PRESENTATION OF THE FINANCIAL OFFER

The Financial offer must be drawn up using the **Financial Offer form (see Annex IV)**. In order to be considered a valid offer, it must be duly filled in, dated, stamped, and signed by the authorised person.

Please take special care to enter prices **in all boxes** as described. Failure to provide a fully completed form may result in your offer being declared invalid and not being further evaluated.

## 9. TENDER RESULT AND ESTIMATED CONTRACT VALUES

The result of the evaluation of tenders will be the awarding of a single Framework Service Contract. The estimated overall maximum contract value without this being binding for ENISA is **two hundred and fifty thousand Euro (€ 250,000.00)** VAT excluded, over a maximum possible period of four (4) years.

Tenderers should be aware that the estimated budget is purely indicative and should not be considered as a warranty as to the final value of the contract. The sum of the amounts of the successive Specific Contracts/Order Forms that will be issued after the Framework Contract is signed may or may not reach the above-mentioned estimated value for the Framework Contract. ENISA will be contractually bound only by the amounts entered in the signed Specific Contracts/Order Forms.

## 10. DATA PROTECTION AND TRANSPARENCY

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

- **Regulation (EU) 2018/1725<sup>3</sup> ('the EDPR')** as concerns personal data processing by the selected contractor, processing data in execution of the contract with ENISA.

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

ENISA is the controller under this Regulation and the prospective contractor is the processor. The processor shall act only under the instructions of ENISA. ENISA's terms and conditions concerning procurement contracts are included in Article II.9.2 of the draft contract in Annex V.

- **Regulation (EU) 2016/679<sup>4</sup> (General Data Protection Regulation – 'the GDPR')** as concerns personal data processing carried out by the contractor on its proper behalf as a controller.

Processing of personal data by ENISA as contracting authority:

<sup>3</sup> Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC, OJ L 295/39 21.11.2018

<sup>4</sup> Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, OJ L 119, 4.5.2016, p. 1–88

Information on the processing of personal data by ENISA as contracting authority in charge of the present procurement procedure is available in the Privacy Statement on the ENISA website as well as in Article II.9.1 of the draft contract in Annex IV. In this context, please be informed that ENISA may register your personal data as a tenderer or selected contractors in the Early Detection and Exclusion System (EDES) if you are in one of the situations mentioned in Article 136 of the Financial Regulation. The relevant Privacy Statement is available on the European Commission's website, here:

[http://ec.europa.eu/budget/explained/management/protecting/protect\\_en.cfm#BDCE](http://ec.europa.eu/budget/explained/management/protecting/protect_en.cfm#BDCE).

#### Processing of personal data by the selected contractor:

Personal data processing in execution of the contract between ENISA and the selected contractors shall comply with Regulation (EU) 2018/1725 (the EDPR).

The processing of personal data shall happen in accordance with Article 29 of the EDPR. In particular, the selected contractor shall comply with the following:

- to process the personal data only on documented instructions of ENISA, in particular with regard to the purposes of the processing, the categories of data that may be processed, the recipients of the data and the means by which the data subject may exercise its rights;
- to abide in particular by ENISA's data protection policies as regards the confidentiality of electronic communications (Section 3 EDPR) and the processing of personal data in web services;
- to ensure that access to personal data is granted to the extent strictly necessary for the implementation of the contract and to ensure that persons authorised to process the personal data have committed themselves to confidentiality;
- to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risks, in particular the risk of accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the personal data, processed or stored;
- not to engage another processor of personal data (i.e. by means of a subcontract), without prior written authorisation of ENISA. Where another processor is engaged for carrying out specific processing activities on the personal data, the same data protection obligations as set out in the contract shall be imposed on the other processor;
- to assist ENISA in the fulfilment of the controller's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the EDPR;
- to assist ENISA with its obligations with regard to security of processing, the notification obligations in case of a personal data breach, as well as where applicable cooperation in data protection impact assessments (DPIAs) and prior consultations with the European Data Protection Supervisor (the EDPS)<sup>5</sup>, outlined in Art. 33 to 40 of the EDPR;
- to make available to ENISA all information to demonstrate compliance with the obligations laid down in the EDPR and to allow for and to contribute to audits, including inspections, conducted by ENISA or another auditor mandated by ENISA;
- As concerns the localisation of and access to the personal data, to comply with the following:

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<sup>5</sup> <http://www.edps.europa.eu>

- the personal data shall only be processed and held in data centres within the territory of the European Union and the European Economic Area and will not leave that territory. This includes also any backup centres and location of backup data.;
- the contractor may not change the location of data processing without the prior written authorisation of ENISA;
- The contractor shall inform ENISA in case of any need for transfer of personal data to third countries or international organisations and will perform such transfer only after written authorisation by ENISA. Any transfer of personal data to third countries or international organisations shall fully comply with the requirements laid down in Chapter V of the EDPR;
- The contractor shall notify ENISA without delay of any legally binding request for disclosure of the personal data processed on behalf of ENISA made by any national public authority, including an authority from a third country. The contractor may not give such access without the prior written authorisation of ENISA;
- To contact the Data Protection Officer (DPO) of ENISA, in charge of monitoring data protection compliance, with any questions arising or in case of need for assistance concerning personal data protection [dataprotection@enisa.europa.eu](mailto:dataprotection@enisa.europa.eu).

In addition, **Article II.9.2 of the draft contract** provided in Annex V is applicable.

#### Confidentiality:

ENISA will disregard general statements that the whole tender or substantial parts of it contain confidential information. Tenderers need to mark clearly the information they consider confidential and explain why it may not be disclosed. The EU body reserves the right to make its own assessment of the confidential nature of any information contained in the tender.

## 11. MARKING OF SUBMITTED DOCUMENTS

The tenderer SHOULD NOT mark tender documents (for e.g. the header or footer) with any of the following words: RESTRICTED, CONFIDENTIAL, SECRET or TOP SECRET. If the tenderer considers that such markings are required, a prior approval from the ENISA Procurement Coordinator should be obtained BEFORE sending the tender documents. The tenderer should be aware that the information sent to ENISA for procurement purposes is handled in accordance with the governing rules for EU Public Procurement and the EU Financial Regulation framework.

## 12. PRICE

Prices submitted in response to this Tender must be inclusive of all costs involved in the performance of the contract. Prices shall be submitted only in Euro and VAT excluded.

Prices must be quoted inclusive of all costs and expenses directly and indirectly connected with the services to be supplied.



### 13. PRICE REVISION

The price quoted must be fixed and not subject to revision during the first year of performance of the contract. From the beginning of the second year of performance of the contract, prices may be revised in accordance with Article I.3.3 of the framework contract.

### 14. COSTS INVOLVED IN PREPARING AND SUBMITTING A TENDER

ENISA will not reimburse any costs incurred in the preparation and submission of a Tender. Any such costs must be paid by the Tenderer.

### 15. PERIOD OF VALIDITY OF THE TENDER

Tenderers must enclose a confirmation that the prices given are valid for (90) ninety days from the date of submission of the tender.

### 16. PROTOCOL ON PRIVILEGES & IMMUNITIES OF THE EUROPEAN UNION

ENISA is exempt from all taxes and duties, including value added tax (VAT), pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union (No 7 TFEU). Tenderers must therefore give prices, which are exclusive of any taxes and duties and must indicate the amount of VAT separately.

### 17. PAYMENT ARRANGEMENTS

Regular activity timesheets on a monthly basis (broken down to daily presence and using a clock in/out system or any other monitoring scheme the Agency has in its premise and branches) shall be attached to the invoices submitted for the approval of the Project Manager in charge of the project in the respective Agency.

Payments under the Contract shall be carried out within 30 days after an invoice is submitted to ENISA via the eInvoicing web portal. Payments will be made after receipt and approval of the provided services by ENISA. Each invoice must specify the specific services covered and be attached with a detailed report.

#### a) For intra and extra muros services:

Invoices can be submitted by the contractor on a monthly basis, in arrears, for the intra and extra muros services as covered under the contract. Each invoice must be accompanied by a detailed list of all actual services provided in the billing month. The monthly amount to be charged will be in accordance with the price bands based on volume of invoices etc., as shown on the Financial Offer.

#### b) For ad hoc services:

Extra services ordered on an ad hoc basis, may either be invoiced separately, or can be included as an extra item on the monthly invoice for the regular services. In this case the extra services must be clearly marked separately on the invoice.

## 18. CONTRACTUAL DETAILS

A Framework Service Contract will be proposed to the successful candidate. Selection of a candidate and / or signature of the Framework Service Contract imposes no obligation on ENISA to order services.

The contract and its annexes draw up the legal, financial, technical and administrative provisions governing the relations between the Agency and the Contractor during its period of validity.

The tender will conclude, valid as of the date of the last signature, with a one-year Framework Service contract, tacitly renewable up to three times for a maximum of four years.

The Agency reserves the right to end the contract at any time, without any obligation to invoke the reason for it, at one months' notice. The Tenderer's offer must be drafted taking fully into account the provisions of the draft Framework Service contract annexed to this call for tenders (See draft contract, in Annex V).

***Please note that the general conditions of our standard framework service contract cannot be modified. Submission of a tender by a potential contractor implies acceptance of this contract and all of the terms and conditions contained therein. It is strongly recommended that you have this draft contract checked and passed by your legal services before committing to submitting an offer.***

## PART 3 TENDER SPECIFICATIONS

### 1. INFORMATION ON TENDERING

#### 1.1 CONTRACTUAL CONDITIONS

In drawing up their offer, the tenderer should bear in mind the provisions of the draft contract (Annex V) attached to this invitation to tender particularly those on payments, performance of the contract, confidentiality, and checks and audits. Submission of a tender by a potential contractor implies acceptance of this contract and all of the terms and conditions contained therein. Any limitation, amendment or denial of the terms of contract will lead to automatic exclusion from the procurement procedure.

It is strongly recommended that you have this draft contract checked and passed by your legal representative before committing to submitting an offer.

Before the contract is signed, the Agency may decide to abandon the procurement procedure or cancel the award procedure without the tenderers being entitled to claim any compensation.

#### 1.2 JOINT TENDERS (IF APPLICABLE)

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

Tenders can be submitted by groupings of service providers/suppliers who will not be required to adopt a particular legal form prior to the contract being awarded. However, the Agency will require the grouping:

- Either to have the contract signed by all members (partners) of the grouping. In this case, one of them, as 'Lead Partner', will be responsible for the receipt and processing of payments for members of the grouping, for managing the service administration and for coordination of the contract;
- Or to have the contract signed by the 'Lead Partner' only, who has been duly authorised by the other members to bind each of them (a fully completed 'power of attorney' form for each member of the Group will be attached to the contract according to the template provided by the Agency).

In addition, the composition and constitution of the grouping, and the allocation of the scope of tasks amongst the members, shall not be altered without the prior written consent of the Agency, which can be withheld at its discretion.

In case of a joint offer, each member of the grouping shall provide the following:

- a **Legal Entities form** and a **Power of Attorney of each consortium partner**, must be filled in, signed by (an) authorised representative(s), scanned and uploaded in the corresponding section.
- a **Declaration of honour with respect to the Exclusion Criteria and absence of conflict of interest** must be filled in, signed by (an) authorised representative(s), scanned and uploaded in the corresponding section.

### 1.3 LIABILITY OF MEMBERS OF A GROUP

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

Statements, saying for instance:

- That one of the partners of the joint offer will be responsible<sup>6</sup> for only one part of the contract and another one for the rest, or
- That more than one contract should be signed if the joint offer is successful

are thus incompatible with the principle of joint and several liability. The Agency will disregard any such statement contained in a joint offer, and reserves the right to reject such offers without further evaluation, because they do not comply with the tendering specifications.

### 1.4 SUBCONTRACTING

Subcontracting is permitted in the tender but the contractor will retain full liability towards the Contracting Authority for performance of the contract as a whole.

If the tenderer intends to subcontract part of the service, they shall indicate in their offer which part will be subcontracted and to what extent (% of the total contract value).

Tenderers must ensure that Article II.7 of the contract (Annex V) can be applied to subcontractors.

Tenderers must give an indication of the proportion of the contract that they intend to subcontract.

Tenderers are required to identify all subcontractors.

During contract execution, any change of a subcontractor identified in the tender will be subject to prior written approval of the Contracting Authority.

The contractor cannot use within the framework of the services provided in this call the following categories of workers: The following shall not be considered subcontracting:

- a) Use of workers posted to the contractor by another company owned by the same group and established in a Member State ("intra-group posting" as defined by Article 1, 3, (b) of [Directive 96/71/EC concerning the posting of workers in the framework of the provision of services](#)).
- b) Use of workers hired out to the contractor by a temporary employment undertaking or placement agency established in a Member State ("hiring out of workers" as defined by Article 1, 3, (c) of [Directive 96/71/EC concerning the posting of workers in the framework of the provision of services](#)).
- c) Use of workers temporarily transferred to the contractor from an undertaking established outside the territory of a Member State and that belongs to the same group ("intra-corporate transfer" as defined by Article 3, (b) of [Directive 2014/66/EU on the conditions of entry and residence of third-country nationals in the framework of an intra-corporate transfer](#)).

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<sup>6</sup> not to be confused with distribution of tasks among the members of the grouping

- d) Use of staff without employment contract (“self-employed persons working for the contractor”) to perform substantially the same tasks as the staff with employment contract (“employees”), without the tasks of the self-employed persons being particular well-defined parts of the contract.

## 2. STRUCTURE AND CONTENT OF THE TENDER

### 2.1 GENERAL

Tenders must be written in **one of the official languages** of the European Union. The working language of ENISA is English.

Tenders must be written in a clear and concise manner, with continuous page numbering. Since tenderers will be judged on the content of their written bids, they must make it clear that they are able to meet the requirements of the specifications/terms of reference.

### 2.2 STRUCTURE OF THE TENDER

Based on the **e-Submission** environment<sup>7</sup>, all tenders must provide information and supporting documentation in two sections:

- 1) Qualification - data and documentation;
- 2) Tender offer - data and documentation.

### 2.3 QUALIFICATION DATA

#### a) Identification of the Tenderer

The tenderer must fill in all required fields in the qualification section. In case of a joint tender the consortium name has to be provided and an identification of every party in the consortium needs to be added.

The following information should also be provided:

#### (i) Legal Entities

In order to prove their legal capacity and their status, all tenderers and identified subcontractors must provide a Legal Entity Form with its supporting evidence.

However, the subcontractor(s) shall not be required to fill in or provide those documents when the services represent less than 20% of the overall contract value.

The Legal Entity Form can be generated via the e-Submission application. Alternatively, a standard template in each EU language is available at:

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/legal\\_entities/legal\\_entities\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm)

Tenderers must provide the following information if it has not been included with the Legal Entity Form:

<sup>7</sup> For detailed instructions on how to submit a tender please consult the e-Submission Quick Guide available at: [https://webgate.ec.europa.eu/digit/opsys/esubmission/assets/documents/manual/quickGuide\\_en.pdf](https://webgate.ec.europa.eu/digit/opsys/esubmission/assets/documents/manual/quickGuide_en.pdf)

- For **legal persons**, a legible copy of the notice of appointment of the persons authorised to represent the tenderer in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation, which applies to the legal entity concerned, requires such publication. Any delegation of this authorisation to another representative not indicated in the official appointment must be evidenced.
- For **natural persons**, where applicable, a proof of registration on a professional or trade register or any other official document showing the registration number.

## (ii) Financial identification

The tenderer (or the single point of contact in case of joint tender) must provide a Financial Identification Form and supporting documents. Only one form per offer should be submitted (no form is needed for subcontractors and other joint tenderers). The form is available at:

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/financial\\_id/financial\\_id\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm)

**Remark:** Tenderers that are already registered in the Agency's accounting system (i.e. they have already been direct contractors **with ENISA** in the past) must provide the filled in form but are not obliged to provide the supporting evidence.

The form needs to be printed, filled in and then scanned and uploaded in the Qualification section. In case of a joint tender, it has to be uploaded in the **"Documents"** section of the Consortium Leader.

## (iii) Power of Attorney

In case of a joint tender, an Agreement / Power of Attorney for each partner must be filled in, signed by (an) authorised representative(s), scanned and uploaded. Please choose 'Model A' for an ad hoc grouping or 'Model B' for a legally constituted consortium - see templates in Annex VI (a) and (b)

## (iv) Lots interested in *(only in case the tender has multiple lots)*

The tenderer must indicate for which lots the tender is applicable, by ticking the relevant boxes in the section: **"Interested in the following lots"**.

## b) Information regarding exclusion and selection criteria:

The tenderer is requested to submit the following documents:

1. Declaration by the Tenderer relating to the exclusion criteria (see 3.1 below)

The filled-in Declaration form.

In case of a joint tender, each member of the consortium has to submit a declaration under the respective party name (see template in Annex III)

2. Documents certifying economic and financial capacity (see 3.2.2 below)

In case of a joint tender, each member of the consortium has to submit the documents under the respective party name.

3. Proof of technical and professional capacity (see 3.2.3 below)

In case of a joint tender, each member of the consortium has to submit the documents under the respective party name.

If any of the above documents are associated with a specific Lot, please indicate for which Lot it is applicable inside the document AND in the Description field of the attachment (*only in case the tender has multiple lots*).

## 2.4 TENDER DATA

### a) Technical proposal

The technical section is of great importance in the assessment of the bids, the award of the contract and the future execution of any resulting contract.

The technical offer must cover all aspects and tasks required in the technical specification and provide all the information needed to apply the award criteria. Offers deviating from the requirements or not covering all requirements may be excluded based on non-conformity with the tender specifications, and will not be evaluated.

The technical tender needs to be uploaded in the relevant section:

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

### b) Financial proposal

- All tenders must contain a financial proposal, to be submitted **using the form attached as Annex IV**.

The tenderer's attention is drawn to the following points:

- Prices must be quoted in **euro**, including the countries that are not in the euro-zone. As far as the tenderers of those countries are concerned, they cannot change the amount of the bid because of the evolution of the exchange rate. The tenderers choose the exchange rate and assume all risks or opportunities relating to the rate fluctuation.
- **Prices must be fixed amounts.**
- **Estimated travel and daily subsistence allowance expenses must be indicated separately.** (*only if applicable to this procedure*)

This estimate should be based on Articles I.5 and II.22 of the draft framework contract (Annex V). This estimate will comprise all foreseen travel and will constitute the maximum amount of travel and daily subsistence allowance expenses to be paid for all tasks.

- **Prices must be quoted free of all duties**, taxes and other charges, including VAT, as the European Union is exempt from such charges under Articles 3 and 4 of the Protocol on the privileges and immunities of the European Union. The amount of VAT may be shown separately.
- Prices shall be fixed and not subject to revision during the performance of the contract.

The total price needs to be encoded in the e-Submission application<sup>8</sup>.

- In the box labelled '**Total amount exclusive of taxes**' – please add the amount Total P<sub>B</sub> from your Financial Offer form.

<sup>8</sup> In the case of framework contracts, unless otherwise instructed, please add the maximum budget given for this tender

- In the box labelled '**Total taxes amount**' – please put zero (*if this is not accepted by system then enter 0,01*)
- In the box labelled '**Total amount**' – again simply add the amount Total from your Financial Offer form or the maximum budget assigned for this tender

The completed Financial Offer form(s), MUST ALSO be uploaded in the relevant section:

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

### 3. ASSESSMENT AND AWARD OF THE CONTRACT

The assessment will be based on each tenderer's bid. All the information will be assessed in light of the criteria set out in these specifications. The procedure for the award of the contract, which will concern only admissible bids, will be carried out in three stages, normally in the order shown below.

The aim of each of these stages is:

- 1) to check on the basis of the **exclusion criteria**, whether tenderers can take part in the tendering procedure;
- 2) to check on the basis of the **selection criteria**, the technical and professional capacity and economic and financial capacity of each tenderer;
- 3) to assess on the basis of the **award criteria** each bid which has passed the exclusion and selection stages.

Only tenders meeting the requirements of each stage will pass on to the next evaluation stage.

#### 3.1 EXCLUSION CRITERIA

Tenders will be rejected if they do not comply with applicable obligations under environmental, social and labour law established by Union law, national law and collective agreements, or by the international environmental, social and labour law provisions listed in Annex X to Directive 2014/24/EU and compliance with data protection obligations resulting from Regulation (EU) 2016/679 and Regulation (EU) 2018/1725".

All tenderers shall provide a 'declaration on their honour' (see Annex III), stating that they are not in one of the situations of exclusion listed.

**The 'declaration on honour' is also required for identified subcontractors whose intended share of the contract is above 20%.**

The 'declaration on honour' has to be duly signed by parties that are not signing the Tender Preparation Report in *e-Submission*.

The successful tenderer shall be asked to provide the actual documents mentioned as supporting evidence in Annex III before signature of the contract and within a deadline given by the contracting authority. This requirement applies to all members of the consortium in case of joint tender.

#### **Remark:**



A tenderer may be waived of the obligation to submit the documentary evidence mentioned above if such evidence has already been submitted for the purposes of another procurement procedure launched by ENISA, provided that the documents are **not more than one-year-old** starting from their issuing date and that they are still valid. In such a case, the tenderer shall declare on his/her honour that the documentary evidence has already been provided in a previous procurement procedure, specifying the reference of the call for tender for which the documents have been provided, and confirm that no changes in their situation has occurred.

ENISA will also waive the obligation of the tenderer to submit the documentary evidence if it can access it on a national database free of charge.

Each tenderer (and each member of a consortium) shall declare in the relevant field in Annex VII (Administrative Identification form) whether it is a Small or Medium Size Enterprise (SME) in accordance with Commission Recommendation 2003/361/EC<sup>9</sup>.

As a general guideline, here is an excerpt from the Recommendation:

*"The category of micro, small and medium-sized enterprises (SMEs) is made up of enterprises which employ fewer than 250 persons and which have an annual turnover not exceeding EUR 50 million, and/or an annual balance sheet total not exceeding EUR 43 million."*

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## 3.2 SELECTION CRITERIA

The following criteria will be used to select the Tenderers for further evaluation. If the Tender is proposed by a consortium, these criteria must be fulfilled by each partner (unless otherwise stated).

Documentary evidence of the Tenderers' claims in respect of the below-mentioned criteria is required.

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### 3.2.1 PROFESSIONAL INFORMATION

The Tenderer must provide evidence of enrolment (declaration or certificates) in one of the professional or trade registers related to the subject of this tender, in the country of its establishment.

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### 3.2.2 FINANCIAL AND ECONOMIC CAPACITY

Proof of financial and economic standing shall be furnished by the following documents and minimum requirements:

- (a) Copy of the financial statements (balance sheets and profit and loss accounts) for the last two (2) financial years for which accounts have been closed, where publication of the accounts is required under the company law of the country in which the economic operator is established. In case of a consortium, each consortium member shall present their financial statements.

If the tenderer is not obliged to publish its accounts under the law of the state in which it is established, a copy of audited accounts for the last two (2) financial years should be presented. In case of a consortium/grouping, audited accounts for each consortium partner shall be presented.

- (b) **Complete (also) the attached Annex II 'Simplified Financial Statement'**, which summarises your recent financial capacity. Please note that the average turnover for the last two (2) financial

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<sup>9</sup> Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises, available at <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2003:124:0036:0041:en:PDF>

years for which accounts have been closed must meet our **minimum annual average turnover of €100.000,00 (one hundred thousand euro)**:

In case of a consortium/grouping, the annual average turnover for each of the partners shall be presented. The sum of the annual average turnovers of each partner will be taken into account to reach the annual average turnover of **€100.000,00**.

- (c) If tenderers will call on the competences of another entity (for example, a parent company), a written undertaking by the said entity certifying that it will make available to the tenderers the resources required to implement the contract.

If for some exceptional reason which the Contracting Authority considers justified, the tenderer is unable to provide the documentary evidence requested above, he may prove his economic and financial capacity by any other means which the Contracting Authority considers appropriate, but only following a formal request for clarification **before** the tender expiry date.

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### 3.2.3 TECHNICAL AND PROFESSIONAL CAPACITY CRITERIA AND EVIDENCE

The Tenderers are required to have sufficient technical and professional capacity to perform the contract. Evidence of the technical and professional capacity of the tenderers shall be furnished on the basis of the following requirements:

- **Criterion T1:** The tenderer must ensure that their own standards in relation to all security matters including, but not limited to, physical security, data security, and virus protection shall be in accordance at all times with the highest possible standards, best industry practice, and any relevant legislation or code of practice with which they are bound to comply

**Evidence for T1:** Self-declaration and certificates

- **Criterion T2:** The tenderer must demonstrate evidence of affiliation to a professional auditing body.

**Evidence for T2:** The tenderer must be affiliated to a professional body such as Institute or Chamber of Certified public accountants or equivalent and possess valid accounting licence or equivalent certificate(s).

- **Criterion T3:** The tenderer must prove experience in provision of similar tasks and services, as listed in the Terms of Reference section 2.

**Evidence for T3:** Reference list (including contact details) of minimum three (3) current and/or past customers to whom the tenderer has supplied the core services similar to the scopes (with a minimum value for each project of EUR 50 000), required under this tender, in the past 3 years; specifying the tenderer's share in provision of the services and if subcontractors were used for any of the services;

- **Criterion T4:** The tenderer must demonstrate the capacity to build, coordinate and manage the team of experts. The team shall be competent to ensure quality of all the expected results and deliverables. The team delivering the services shall include, as a minimum, one (1) Senior expert and one (1) Junior expert as defined below.

On the contractor's side, the senior expert is responsible for the coordination and administrative tasks of the project and for contacting and informing ENISA about all aspects related to the execution of the contract. The full team is responsible for the content and quality of all deliverables. The senior expert must participate in meetings with ENISA.

Each of the proposed experts must fulfil all minimum levels of qualifications and professional experience applicable for a respective profile as described below.

- **Senior Expert (service provider):**

- completed university studies (Bachelor's Degree/Level 6 of the European Qualifications Framework (EQF)) attested by a diploma in Accounting, Economics, Finance, Business Administration or equivalent;
- at least 8 accumulated years of professional experience in the tax services;
- very good command of the English language (at least level C1 according to the Common European Framework of Reference for Languages (CEFR));
- very good writing and communication skills.

- **Junior expert (service provider):**

- completed university studies (Bachelor's Degree/Level 6 of the European Qualifications Framework (EQF)) attested by a diploma in Accounting Economics, Finance, Business Administration or equivalent;
- at least three (3) accumulated years of professional experience in tax related services
- very good knowledge of Greek tax legislation especially with regard to VAT obligations--
- very good command of the English language (at least level C1 according to the Common European Framework of Reference for Languages (CEFR));
- very good writing and communication skills.

#### **Evidences for T4:**

a) Indicate your total staff size for the last three years as well as the current year.

As of	01/01/2018	01/01/2019	01/01/2020	01/01/2021
Total staff size				
Permanent expert staff working in fiscal and taxation areas				
Non-permanent expert staff working in fiscal and taxation areas				
Total of permanent management staff				
Other				

**If the total (permanent and non-permanent) of expert staff does not equal or exceed 10 experts for each of the years in the table above, the tender will be eliminated.**

b) The Curricula Vitae (CVs), preferably in a common European format, of the proposed members of the team must be enclosed and showing clearly qualifications, professional experience within the relevant business area with the start and the end date (i.e. from

DD.MM.YYYY to DD.MM.YYYY) and the linguistic skills. The form can be downloaded from: <https://europass.cedefop.europa.eu/en/documents/curriculum-vitae/templates-instructions>

The successful tenderer may be requested to provide the diplomas and professional qualifications of the persons responsible for providing the services, and/or any other type of relevant work in the field that is the object of this contract.

**The tenderer shall provide at least two (2) CVs for each profile.**

### 3.3 AWARD CRITERIA

#### 3.3.1 QUALITY OF THE OFFER

Once the Tenderer has demonstrated the appropriate capacity to perform the Contract on the grounds of the selection criteria, the offer will be assessed based on the award criteria.

No	Qualitative award criteria		Weighting (max. points)
1.	<b>Quality and accuracy of content and structure</b>	Quality of the proposal for organising the overall management of services and effectiveness of the service organisation, interfaces, roles and responsibilities (e.g. processing, monitoring and reporting)	65/100
2.	<b>Methodology for the provisioning of services</b>	2.1 Effectiveness of measures to guarantee sufficient service providers' availability for requested profiles (quality of "availability and choice") for required time and means services	35/100
<b>Total Qualitative Points (QP)</b>			<b>100</b>

#### Minimum attainment per criterion and overall

Tenders which do not obtain at least 50% of the maximum score for each award criterion and at least 60% of the overall score for all the criteria will be considered to be of insufficient quality and will not be admitted to the next stage of the evaluation procedure.

The sum of all criteria gives a total of 100 points. The respective weighting between the different awards criteria depends on the nature of the services required and is consequently closely related to the

Technical Specifications. The award criteria are thus quantified parameters that the offer should comply with. The qualitative award criteria points will be weighted at 70% in relation to the price.

### 3.3.2 PRICE OF THE OFFER

Tenderers must provide prices (in Euro) in **each blank box** as shown in Annex IV – ‘Financial Offer form’ – failure to provide a price in each box may lead to exclusion of your offer.

The cheapest offer will receive the maximum points and the rest of the candidate’s offers will be awarded points in relation to the best offer as follows:

$$PP = (PC / PB) \times 100$$

where:

PP = Weighted price points

PC = Cheapest bid price received

PB = Bid price being evaluated

### 3.3.3 AWARD OF THE CONTRACT

The contract will be awarded to the offer that is the most cost effective (offers the best value for money) which obtains the highest number of points after the final evaluation, based on the ratio between the **quality criteria (70%) and the price (30%)**. The following formula will be used:

$$TWP = (QP \times 0.7) + (PP \times 0.3)$$

Where;

**QP** = Qualitative points

**PP** = Price points

**TWP** = Total weighted points score

In case the successful tenderer is unable to sign the contract for any reason, the Contracting Authority reserves the right to award the contract to other tenderers as per the ranking order established following the evaluation procedure.

## 4. TENDER OPENING

The public opening of received tenders will take place on **31<sup>st</sup> March 2022 at 10:30 EET Eastern European Time (Greek local time)** at ENISA Athens office, 14 Agamemnonos Street, Chalandri 15231 Attiki, Greece.

A maximum of one legal representative per participating tenderer may attend the opening session. Tenderers shall inform the Agency in writing of their intention to attend, by email to [procurement@enisa.europa.eu](mailto:procurement@enisa.europa.eu) **at least 2 working days** prior to the opening session.

***Alternatively, please note that all tenderers may simply request a copy of the Opening Report to be sent to them by email after the conclusion of the Opening Session procedure.***

## 5. OTHER CONDITIONS

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### 5.1 VALIDITY

Period of validity of the Tender: 6 months from the closing date stated in Invitation to Tender. The successful Tenderer must maintain its Offer for a further 120 days from the notification of the award.

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### 5.2 LOTS

This Tender is not divided into Lots.

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### 5.3 ADDITIONAL PROVISIONS

- Changes to tenders will be accepted only if they are received on or before the final date and time set for the receipt of tenders.
- Expenses incurred in respect of the preparation and presentation of tenders cannot be refunded.
- No information of any kind will be given on the state of progress with regard to the evaluation of tenders.
- All documents submitted by Tenderers will become the property of ENISA and will be treated as confidential.

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### 5.4 NO OBLIGATION TO AWARD THE CONTRACT

Initiation of a tendering procedure imposes no obligation on the Contracting Authority to award the contract. Should the invitation to tender cover several items or lots, the Contracting Authority reserves the right to award a contract for only some of them. The Contracting Authority shall not be liable for any compensation with respect to Tenderers whose tenders have not been accepted. Nor shall it be so liable if it decides not to award the contract.

## 6. SPECIFIC INFORMATION

### 6.1 TIMETABLE

The timetable for this tender and the resulting contracts is as follows:

Title: “**Consultation Services in Fiscal and Taxation Areas**”

#### ENISA F-EDO-22-T03

#### Summary timetable comments

Launch of tender:  - Contract notice to the Official Journal of the European Union (OJEU)  - Uploaded to e-Tendering website  - Uploaded to ENISA website	23 <sup>rd</sup> February 2022	
Deadline for request of information to ENISA	23 <sup>rd</sup> March 2022	
Last date on which clarifications are issued by ENISA	24 <sup>th</sup> March 2022	
Deadline for <b>electronic reception</b> of offers via <b>e-Submission</b>	<b>30<sup>th</sup> March 2022</b>	<b>18:00 CET</b> Central European time
Opening of offers	31 <sup>st</sup> March 2022	<b>10:30 EET</b> Eastern European (Greek local) Time
Date for evaluation of offers	TBA	
Notification of award to the selected candidate + 10 day standstill period commences	TBA	
Contract signature	end-April 2022	Estimated