

## **OPEN CALL FOR TENDERS**

### **Tender Documentation**

*For **ENISA Agency** in **ATHENS** and **HERAKLION***

*and **Cedefop Agency** in **THESSALONIKI***

## **“Mobile and Fixed Voice and Data Communication services”**

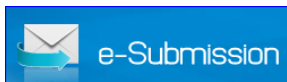
LOT 1 - Mobile Voice and Data services

LOT 2 - SIP Landline Voice Telephony services

### **ENISA F-CSS-21-T19**

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

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## 1. BACKGROUND ON ENISA

### 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 is actively contributing to European cybersecurity policy, in order to support Member States and European Union stakeholders to support a response to large-scale cyber incidents that take place across borders in cases where two or more EU Member States have been affected. This work also contributes to the proper functioning of the Digital Single Market.

### 1.2 SCOPE

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

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

Since 2019, following the bringing into force of the Cybersecurity Act (Regulation 2019/881), ENISA is tasked to prepare the ‘European cybersecurity certification schemes’ that serve as the basis for certification of products, processes and services that support the delivery of the Digital Single Market. The European Cybersecurity Act introduces processes that support the cybersecurity certification of ICT products, processes and services. In particular, it establishes EU wide rules and European schemes for cybersecurity certification of such ICT products, processes and services.

### 1.3 OBJECTIVES

The Agency's objectives are as follows:

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

## 2. ADDITIONAL INFORMATION

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

### Introduction to Cedefop: Europe's agency for training policy

Cedefop is the European Union's agency for vocational education and training (VET), skills and qualifications, established by Regulation (EU) 2019/128 of the European Parliament and of the Council<sup>1</sup>. As the interface between the worlds of education/training and work, it supports the design, promotion and implementation of VET policies by working together with the European Commission, EU Member States and social partners. Cedefop's analyses, evidence and services help policy-makers to connect VET better with other education sectors and to improve the link between education/training provision and labour market needs. To this end, Cedefop promotes knowledge-sharing and policy learning among European and national actors.

Today's and tomorrow's jobs and skill requirements are increasingly affected by factors such as globalisation, sweeping technological developments, digitalisation, artificial intelligence, new business models, and climate change. Labour supply is equally subject to shifts based on population ageing and migration. To ensure that Europe remains competitive and reduces inequalities, we need responsive and forward-looking approaches combining innovation and greening of the economy with inclusive education, training, employment and social policies. Working towards global sustainable development goals and investing in people throughout their lives are different sides of the same coin.

VET has a crucial role to play in this context. It has the potential to help drive innovation, offer interesting career prospects and promote equality, inclusion and solidarity. It awards qualifications at nearly all levels, marries theory and practice, and provides young people and adults with occupational, transversal and soft skills. It promotes lifelong learning by empowering people to upskill or reskill as needed.

In line with the vision and values set for the Agency, Cedefop work is organised in three main thematic strategic areas of operation:

- a) **shaping VET:** support the understanding of the future of VET and foster the renewal and modernisation of VET systems and institutions in response to rapidly changing policy needs and priorities; support the development and use of European tools and principles promoting lifelong and life-wide learning;
- b) **valuing VET:** support the development and implementation of VET and continuing/adult learning policies creating the conditions for all people to gain the knowledge, competences and values required for employability, entrepreneurship, innovation and tolerant and inclusive society;
- c) **informing VET:** inform the design of VET and skills policies that ensure the availability of a qualified workforce and its continuous and effective skilling in light of marked technological and social developments shaping the future of work; promote policies that can facilitate skills utilisation of individuals in alignment with changing skill needs.

Cedefop shares its expertise through its online channels ([web portal](#), social media), publications, networks and events. Cedefop's activities are guided by its mission and [programming document / work programme](#).

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

## PART 2 TECHNICAL SPECIFICATIONS

### I. SCOPE OF THIS TENDER

The purpose of this Call for Tenders is to procure mobile and fixed voice and data communication services. A service provider will be offered a framework contract **for each LOT**, which will be evaluated and awarded separately. Tenderers are therefore allowed to bid for **just one - or - both LOTS**.

Subject of the tender	Maximum budget
<b>LOT 1: Mobile Voice and Data services</b>	<b>€ 380.000,00</b> <b>over the maximum possible period of 4 years</b> € 280.000,00 (ENISA) and € 100.000,00 (Cedefop)
<b>LOT 2: SIP Landline Voice Telephony services</b>	<b>€ 140.000,00</b> <b>over the maximum possible period of 4 years</b> € 80.000,00 (ENISA) and € 60.000,00 (Cedefop)
Last date for <u>dispatch</u> of offers	<b>11<sup>th</sup> May 2021 until 18:00 CEST</b>
<p><b>PLEASE NOTE:</b> 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>2</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'.</p> <p><b>IMPORTANT: For UK based entities (and entities outside the EU):</b></p> <p>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.</p>	

<b>Method of submitting tenders:</b> 	<b>e-Submission portal</b>	<b>YES</b>
	<i>Courier or postal service</i>	<b>NO</b>
	<i>By hand</i>	<b>NO</b>
	<i>By email</i>	<b>NO</b>

<sup>2</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 INFORMATION

For the purposes of this tender, ENISA Agency is conducting the procurement procedure in its own behalf and on behalf of Cedefop Agency. Unless specific information pertaining to one or the other Agency needs to be provided, any reference to the '**Contracting Authority**' in this tender should be understood as referring to both **ENISA** and **CEDEFOP** agencies.

The physical premises for each Agency are located at:

<b>ENISA - Athens</b>	Ethnikis Antistaseos 72, Chalandri, 15231, Attiki, Greece
<b>ENISA - Crete</b>	Nikolaou Plastira 95, Vassilika Vouton, Heraklion 70013, Crete, Greece

<b>Cedefop - Thessalonki</b>	Europe 123, Pylea 57001, Thessaloniki, Greece
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### FOR LOT 1: MOBILE VOICE AND DATA SERVICES.

The Contracting Authority assigns to certain staff a smartphone for business purposes requiring voice and data services. In addition, key personnel are assigned data SIM for use in their laptop or tablet requiring mobile data services. As an indication of the likely volume of services requested in this tender procedure, ENISA alone has expended around €60,000 per year during the last 3 years for mobile voice and data communication services.

A Framework Service Contract will be offered to the successful contractor over the maximum possible period of 4 years, based on the plan and pricing provided in the contractor's offer. A Specific Contract will then be concluded separately by each Agency, on a yearly basis for the actual services to be ordered.

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### FOR LOT 2: SIP LANDLINE VOICE TELEPHONY SERVICES.

The Contracting Authority requires SIP voice telephony services for their fixed line communications for their premises.

A Framework Service Contract will be offered to the successful contractor over the maximum possible period of 4 years, based on the plan and pricing provided in the contractor's offer. A Specific Contract will then be concluded separately by each Agency, on a yearly basis for the actual services to be ordered.

## 2. SERVICES TO BE PROVIDED FOR LOT 1

### 2.1 MOBILE VOICE AND DATA TELEPHONY

Services are planned to be activated starting from approximately **mid-June 2021**.

#### 2.1.1 VOICE AND DATA COMMUNICATIONS WITH SMARTPHONES

Mobile voice and data communication services are required for the Contracting Authority's staff to enable them to communicate wherever they are in the world with their smartphones. The number of users requiring voice and data services that are capable of roaming in EU is:

- **ENISA:** Currently around **100** and may increase to **120** during the contracted period.
- **Cedefop:** Currently around **25** and may increase to **70** during the contracted period.

It should be possible to add additional connections under the same conditions at any time during the contractual period.

Furthermore, approximately 80 additional inactive SIM cards must be supplied upon commencement of the contract in order to be able to quickly assign new SIM cards in case of theft or loss of a smartphone.

For the strict requirements related to tariff plans please see *Annex IV, 'PART A: Mobile Voice and Data services'*.

In the event that the Contracting Authority chooses not to obtain subsidised smartphone handsets, any specific handset subsidy usually offered per connection should be declared as a total amount in Euro and fully credited back to the Contracting Authority on a yearly basis. This subsidy amount shall be entered in the appropriate price box of Annex IV(a).

Nevertheless, since the Contracting Authority might plan to purchase qualified 5G capable smartphones it could be advantageous to your bid if you could provide some pricing and potential discount on your advertised prices of your website.

#### 2.1.2 DATA SERVICES WITH DATA SIM IN MOBILE DEVICES (LAPTOP OR HANDSET)

For use with devices (e.g. laptops / tablets) with built in SIM card slots, the Contracting Authority also wishes to procure mobile data services for use in Greece and for roaming across the EU member states (for devices the data services can equally be activated via mobile hotspot on the handset).

The required tariff plan should be at least 40GB per month within Greece. The tenderer should also include a price proposal for mobile data roaming charges and associated data volumes.

Due to the relatively low number of Data SIM cards required, the prices will not be taken into consideration when evaluating the price offers.

#### 2.1.3 COVERAGE

The candidate **must be able to provide 4G and 5G mobile voice/ data /roaming services in Greece as well as across the EU**. The broadest possible geographical coverage in the rest of the world will be considered as advantageous to your offer.

The signal strength received throughout EACH of the Contracting Authority's premises at the addresses listed in *Section 1 – 'General Information'* on page 7 of this document, **should be between: -60 to -85 dBm**.



If the signal strength is below the expected range, the Contracting Authority expects the tenderer to propose clear measures to remedy this – each tenderer must fully describe their solutions, taking fully into consideration the health and safety of users, and clearly state any related cost if any, for the Contracting Authority.

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## 2.2 ELIGIBILITY REQUIREMENTS:

**PLEASE NOTE:** For your offer to be considered eligible, **all boxes** in Annex IV(a), Financial Offer LOT 1 form (titled: '*Tariff Plan and Technical Requirements Forms*') must be fully completed and submitted along with your offer.

The quality of *all* the services to be provided in accordance with Sections 2.3 to 2.9 will be assessed on the basis of the relevant supporting documents which the tenderer should include in their offer e.g.:

- Detailed information on network coverage,
- Quality and availability of 4G and 5G network in Greece and the rest of the EU,
- roaming partners for voice and data for all 27 EU countries, plus UK and Switzerland
- Awards and certificates,

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## 2.3 TARIFF PLAN:

In order to simplify the tender we have defined a minimum requirement “Tariff Plan” which forms the basis of the offer. **You must use and fully complete the form provided as Annex IV(a) LOT 1.**

Particular emphasis should be drawn to the fact that we require only **one proposal for the tariff plan:**

- **ANNEX IV(a) PART A.: “Mobile Voice and Data services”**

Please therefore complete the relevant Annex with the respective data for the tariff plan you offer which should be based on ENISA’s approximate minimum requirements as shown in Annex IV(a) Part A.

For the requirements related to tariff plans please see Annex IV(a), ‘PART A.: *Mobile Voice and Data services*’.

Additionally, Annex IV(a) PART B: ‘Technical Requirements Acknowledgement’ must be filled in completely.

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## 2.4 GENERAL REQUIREMENTS:

As part of the services to be provided, one hardcopy (paper) summary invoice must be presented for payment each month, summarising all costs. Hardcopy itemised invoices per number are not required.

In addition, this monthly invoice must be available electronically, along with separate itemised electronic invoices for each mobile connection, in both PDF and CSV formats.

Please refer to Annex IV(a) (Part B) for a more complete description of requirements.

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## 2.5 CUSTOMER SERVICES:

A customer portal must be available for the download of electronic invoices, as well as for other administrative tasks, and an effective client service function must be available. The ability to be able to

block/unblock SIM cards directly and immediately through the customer portal would be advantageous to your offer.

Please refer to Annex IV(a) (Part B) for a more complete description of requirements

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## **2.6 SMS SERVICES:**

Please refer to Annex IV(a) (Part B) for description of requirements

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## **2.7 VOICE SERVICES:**

Please refer to Annex IV(a) (Part B) for description of requirements

***Your responses to articles 2.4 to 2.7, must be provided by fully completing the ‘Technical Requirements’ form provided as Part B of Annex IV(a).***

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## **2.8 EXTRA SERVICES:**

The tenderer is encouraged to provide extra services to the minimum requirements detailed in this tender, such as access to the provider’s wireless hotspots, cost control, toll fraud, seamless roaming etc. Extra quality points will be awarded for each ‘extra service’.

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## **2.9 POLICY ON ASSIGNING OF MOBILE NUMBERS:**

In order to properly address the possibility that a staff member assigned a mobile phone subscription leaves the agency, the establishment of an extra pool of 50 available (and preferably consecutive) numbers should be foreseen to be assigned to each Agency;

More specifically, in the event of a departure of a staff member, the specific assigned mobile phone number will need to be withdrawn and a new mobile phone number will need to be assigned to the Agency concerned (from the above mentioned pool) as a replacement. The same terms and conditions shall apply for the establishment of the pool of mobile phone numbers.

### 3. SERVICES TO BE PROVIDED FOR LOT 2

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#### 3.1 SIP LANDLINE VOICE TELEPHONY

Voice telephony services are required to enable landline communication originating from each of the Agency's premises.

*Specifically for Cedefop:* Cedefop's existing Pabx infrastructure shall be connected to a 30 channel SIP line, installed via an E1 G.703 Interface to it and which will provide access to local, national-mobile and international call destinations.

It should be possible for the offered tariff plan to provide free calls to the Contracting Authority's mobile numbers along with a minimum of 15.000 minutes of talk time to any destination (local + national + other mobile + international).

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#### 3.2 TARIFF PLAN:

In order to simplify the tender we have defined a minimum requirement "Tariff Plan" which forms the basis of the offer. **You must use and fully complete the form provided as Annex IV(b) LOT 2.**

Particular emphasis should be drawn to the fact that we require only **one proposal for the tariff plan:**

- **ANNEX IV(b) PART A.: "SIP Landline Voice Telephony services"**

Please therefore complete the relevant Annex with the respective data for the tariff plan you offer which should be based on ENISA's approximate requirements as shown in Annex IV(b) Part A.

For the requirements related to tariff plans please see Annex IV(b), 'PART A.: *SIP Landline Voice Telephony services*.'

Additionally, Annex IV(b) PART B: 'Technical Requirements Acknowledgement' should be filled in.

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#### 3.3 GENERAL REQUIREMENTS:

As part of the services to be provided, one hardcopy (paper) summary invoice must be presented for payment each month, summarising all costs. Hardcopy itemised invoices per number are not required.

In addition, this monthly invoice must be available electronically, along with separate itemised electronic invoices for each mobile connection, in both PDF and CSV formats.

Please refer to Annex IV(b) (Part B) for a more complete description of requirements.

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#### 3.4 CUSTOMER SERVICES:

A customer portal must be available for the download of electronic invoices, as well as for other administrative tasks, and an effective client service function must be available.

Please refer to Annex IV(b) (Part B) for a more complete description of requirements.

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#### 3.5 EXTRA SERVICES:

The tenderer is encouraged to provide extra services to the minimum requirements detailed in this tender. Extra quality points will be awarded for each 'extra service'.

#### 4. CONTENT AND PRESENTATION OF THE TECHNICAL OFFER

The Tenderer shall enclose with their Offer (for either LOT 1 or LOT 2 or BOTH Lots), all documents and information that will enable its submission to be assessed in terms of quality and of compliance with the Technical specifications.

#### 5. CONTENT AND PRESENTATION OF THE FINANCIAL OFFER

The Financial offer(s) must be drawn up using the '**Tariff Plan & Technical Requirements Form**'

- **see Annex IV(a) for LOT 1**
- **and Annex IV(b) for LOT 2.**

Prices must be quoted in **EURO** and include all costs necessary to perform the contract. The prices supplied shall be **excluding VAT** and **without** the imposition of the "Fee for fixed telephony subscribers (based on Article 55 / Law 4389/2016)"<sup>3</sup>

Please take special care to enter data 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.

#### 6. TENDER RESULT AND ESTIMATED CONTRACT VALUES

##### **For LOT 1:**

The estimated overall maximum contract value without this being binding for the Contracting Authority cannot exceed **three hundred and eighty thousand Euro (€ 380,000.00)** over a maximum possible period of 4 years.

##### **For LOT 2:**

The estimated overall maximum contract value without this being binding for the Contracting Authority cannot exceed **one hundred and forty thousand Euro (€ 140,000.00)** over a maximum possible period of 4 years.

*(Please note that in the case where unforeseen circumstances result in this contract being consumed faster than originally planned, the Agency reserves the right to consider conducting a 'Negotiated procedure without prior publication of a contract notice' with the existing contractor in order to increase the maximum amount stated above by up to 50%. This procedure being fully in accordance with Article 164(4) and Annex I - point 11.1(e) of the EU Financial Regulation (FR)).*

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<sup>3</sup> Τέλος συνδρομητών σταθερής τηλεφωνίας (βάσει του 'Αρθρου 55/Ν. 4389/2016)

## 7. 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>4</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>5</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:

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.

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<sup>4</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>5</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

- 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>6</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:
  - 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.

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<sup>6</sup> <http://www.edps.europa.eu>

## 8. 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.

## 9. 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.

## 10. 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.5.2 of the framework contract.

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

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

## 12. 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.

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

The Contracting Authority 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. Tenderers must therefore give prices, which are exclusive of any taxes and duties and must indicate the amount of VAT separately.

## 14. PAYMENT ARRANGEMENTS

Invoices can be submitted by the contractor on a monthly basis, in arrears, for the services as covered under the contract. Payments under the Contract shall be carried out within 30 days after an invoice is received by ENISA or Cedefop. In order to be accepted, an invoice must comply with the requirements mentioned in Article I.6 and Article II.21.6 of the contract.

Regarding the method of payment, **the contractor must be able to accept direct international payment transfer from any bank within the European Union.** The contractor is also obliged to have sufficiently automated processes in place to identify and settle all financial transactions between the Contracting Authority and the contractor without requiring manual intervention, which may lead to the risk of lines being cut off for supposed late payments.

## 15. CONTRACTUAL DETAILS

A Framework Service Contract will be proposed to the successful candidate for **EACH LOT**. Selection of candidates and / or signature of the Framework Service Contracts 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 three times for a maximum of four years for each LOT.

The Agency reserves the right to end the contract at any time, without any obligation to invoke the reason for it, at one month's 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).

Execution of the Framework Contracts will be performed via Specific Contracts, usually for a period of 12 months.

***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.

**PLEASE NOTE: ENISA, as a decentralised regulatory agency, cannot accept economic operators from 'Third countries' as members of a grouping (consortium). This restriction does not extend to their use as subcontractors.**

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.

Hand written or electronic signature of the consortium leader who submits the tender is not required, since the signature of the **e-Submission 'Tender Preparation Report'** implies that all included documents are signed by this party.

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### 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>7</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.

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### 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.

## 2. STRUCTURE AND CONTENT OF THE TENDER

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### 2.1 GENERAL

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

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<sup>7</sup> not to be confused with distribution of tasks among the members of the grouping

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.

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## 2.2 STRUCTURE OF THE TENDER

Based on the **e-Submission** environment<sup>8</sup>, all tenders must provide information and supporting documentation in two sections:

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

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## 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. The Legal Entity Form needs to be signed by participating parties that are not signing the '**Tender Preparation Report**'.

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:

- 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.

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<sup>8</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)

## **(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's 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*).

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## **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>9</sup>.

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

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

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<sup>9</sup> In the case of framework contracts, unless otherwise instructed, please add the maximum budget given for this tender

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

### 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 successive stages.

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.

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#### 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 II 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>10</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 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 years for which accounts have been closed must meet our **minimum annual average turnover of €130.000,00 (one hundred and thirty 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 **€130.000,00**.

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<sup>10</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>



- (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

These criteria relate to the Tenderer's or subcontractor's skill, efficiency, experience, reliability and similar circumstances. Tenderers are required to prove that they have sufficient technical and professional capacity to perform the contract by providing the following documentation:

#### a) Criteria relating to tenderers

Tenderers (in case of a joint tender the combined capacity of all tenderers and identified subcontractors) must comply with the following criteria:

- Provide relevant technical and commercial background of the tenderer in supplying related services for at least the last 3 years.
- Provision of detailed information on network coverage in each of the locations as well as in general Greece-wide ,
- The signal levels at the building locations in Athens, Thessaloniki and Heraklion to meet the minimum requirements,
- Quality of 3G, 4G and 5G network in Greece and in EU,
- Roaming partners for voice and data,

#### b) Evidence:

The following evidence should be provided to fulfil the above criteria:

- Details of the structure of the organisation.
- List of **related** services provided in the past five years, with provable evidence.
- Awards / certificates, etc.



### 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.

#### FOR LOT 1 - Mobile Voice and Data services

No	Qualitative award criteria		Weighting (max. points)
1.	<b>Voice services</b>	How suitable are the proposed VOICE services for the Contracting Authority?	20/100
2.	<b>Data services for use with smartphones</b>	How suitable are the proposed DATA services for use with smartphones for the Contracting Authority?	10/100
3	<b>4G Coverage</b>	<p>a) To what extent does network cover Greece (based on 4G network coverage map, as appropriate, and/or other relevant info supplied by the tenderer). <i>25/100 points</i></p> <p>b) Similar details provided for other EU Member states. <i>5/100 points</i></p>	30/100
4	<b>5G Coverage as at 20/04/2021 or later</b>	<p>a) To what extent does the 5G network cover Greece (based on 5G network coverage map and/or other relevant info supplied by the tenderer). <i>15/100 points</i></p> <p>b). Similar details provided for other EU Member states. <i>5/100 points</i></p>	20/100
5.	<b>Additional value-added services</b>	Additional services proposed and deemed value-added will be given extra points (e.g. access to the provider's wireless hotspots, extended warranty on devices, cost control, toll fraud, etc.). <i>Minimum points without any identified value-added services 10/100</i>	20/100
<b>Total Qualitative Points (QP)</b>			<b>100</b>

## FOR LOT 2 - SIP Landline Voice Telephony services

No	Qualitative award criteria		Weighting (max. points)
1.	<b>SIP landline services</b>	How suitable are the proposed landline services for the Contracting Authority?	40/100
2.	<b>Quality of services</b>	Quality of services offered based on the technical description, datasheets and brochures included in offer.	40/100
3.	<b>Additional value-added services</b>	Additional services proposed and deemed value-added will be given extra points <i>Minimum points without any identified value-added services 10/100</i>	20/100
<b>Total Qualitative Points (QP)</b>			<b>100</b>

### Minimum attainment per criterion

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

### Minimum attainment overall

Offers scoring less than **60/100** after the quality evaluation process will be considered to be of insufficient quality and eliminated from the following phase.

The sum of all criteria gives a total of 100 points. The respective weighting between the different award criteria depends on the nature of the services required and is consequently closely related to the terms of reference. The award criteria are thus quantified parameters that the offer should comply with. The **qualitative award criteria** points will be weighted at **75%** in relation to the price.

### 3.3.2 PRICE OF THE OFFER

#### For LOT 1 and LOT 2:

The Financial Offer forms Annex IV(a) and Annex IV(b) each contain a total price box (labelled  $P_T$ ), which shall be completed with a monetary amount by the tenderer.

Please note that the Agency will expect the successful contractor(s) to provide all invoices on a tax-exempt basis.

ENISA, in conformity with the Protocol on the Privileges and Immunities of the European Community annexed to the Treaty of April 8th, 1965, is exempt from all VAT.

The offer will be assessed based on the following price award criteria:

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

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

where;

- PP** = Weighted price points  
**PC** = Cheapest bid price received  
**P<sub>T</sub>** = Bid price being evaluated

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### 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 (75%) and the price (25%)**. The following formula will be used:

$$TWP = (QP \times 0.75) + (PP \times 0.25)$$

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 **12<sup>th</sup> May 2021 at 10:30 EEST Eastern European Summer Time (Greek local time)** at ENISA Athens office, 1 Vasilissis Sofias Street, Maroussi 151 24 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: 90 days 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 divided into Lots:

LOT 1 - Mobile Voice and Data services

LOT 2 - SIP Landline Voice Telephony services

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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: “**Mobile and Fixed Voice and Data Communication services**”

#### ENISA F-CSS-21-T19

##### 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	2 <sup>nd</sup> April 2021	
Deadline for request of information to ENISA	4 <sup>th</sup> May 2021	
Last date on which clarifications are issued by ENISA	5 <sup>th</sup> May 2021	
Deadline for <b>electronic reception</b> of offers via <b>e-Submission</b>	<b>11<sup>th</sup> May 2021</b>	<b>18:00 CEST</b>  Central European summer time
Opening of offers	12 <sup>th</sup> May 2021	<b>10:30 EEST</b>  Eastern European (Greek local) Time
Date for evaluation of offers	TBA	TBA
Notification of award to the selected candidate + 10 day standstill period commences	TBA	Estimated
Contract signature	Mid-June	Estimated