

OPEN CALL FOR TENDERS

Tender Documentation

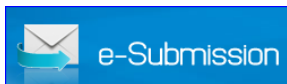
“Office refurbishment works - Chalandri”

ENISA Premises

ENISA D-CSS-21-T35

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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) (hereinafter CSA). ENISA is dedicated to achieving a high common level of cybersecurity across Europe. Through knowledge sharing, capacity building and awareness raising, the Agency works together with its key stakeholders to strengthen trust in the connected economy, boost resilience of the Union's infrastructure, and ultimately, keep Europe's society and citizens digitally secure.

1.2 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: www.enisa.europa.eu.

PART 2 TECHNICAL SPECIFICATIONS

I. SCOPE OF THIS TENDER

Within the framework of this Open tender procedure, ENISA would like to find a suitably qualified contractor to provide the works as stipulated in the technical specifications described below and annexed to this document.

Subject of the tender	Maximum budget
Office refurbishment works - Chalandri	A maximum budget of €390.000,00 (three hundred and ninety hundred thousand euro)
	<i>A discretionary amount of <u>up to €15.000,00</u> will be added to the resulting contract, in addition to the winning tenderer's final financial offer amount, for any works which were unforeseen at the time of drafting the technical specifications, but are found to be necessary for proper completion of the works.</i>
Last date for <u>dispatch</u> of offers	15th October 2021 until 18:00 CEST
PLEASE NOTE: <i>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 countries¹. 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'.</i>	

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

¹ 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. INTRODUCTION

The European Union Agency for Cybersecurity (ENISA) has recently moved into its new office building at Ethnikis Antistaseos 72 and Agamemnonos 14, Chalandri 15 231, Attiki, Greece.

ENISA plans to renovate sections of the office space as described in the technical descriptions (see annexes A1 and A2) as well as the detailed planning and designs (see annex A3).

The supervision of the construction project will be carried out by an independent contractor.

It is expected that the contract will be awarded by 15th November 2021 at the latest.

To ensure ENISA's business continuity at its offices, the contracted work must be conducted between **18th December 2021 and 23rd January 2022**. There is the possibility that works programmed for the Basement level only could start earlier (depending on signature of contract) as there should be limited disturbance to normal office functions.

The period that will have the least disruptive impact for ENISA is between Thursday 23rd December 2021 and Sunday 2nd January 2022 (inclusive), during which the Agency office will be closed for business.

It is therefore requested that the tenderer plans as much as possible for the majority of disruptive, noisy and dusty works to be scheduled during this period and only if necessary, until 9th January 2022.

In any case, it is the responsibility of each bidder to submit the detailed design and proposed alternative schedule if a deviation from these dates is necessary or advisable.

It is emphasised that only technical bids which include a detailed schedule of works during this period (taking into account the closure of the ENISA office over the holidays and the possible extended period indicated above) will be positively evaluated and have a realistic chance of being awarded the contract.

Based on the estimated contract signing date of 15th November 2021 at the latest, ENISA expects that the successful contractor will have sufficient time to order all materials in time to start the works by 18th December 2021.

The technical offer should include a detailed schedule that clearly demonstrates the work planning. It is advisable to also include the procurement planning for the material/fixtures and fittings.

The Agency recognises that there may be unforeseen minor changes/additions to the listed works that may only be identified after the tender is concluded or the actual works commence. These changes/additions may be agreed upon in writing between the contracting parties before or during the implementation of the works. The appointed ENISA Project Supervisor will have to provide their approval in writing for any change and accompanying variance in costing to be implemented.

The costs for extra works may be offset against other works not required anymore or if required, up to €15.000,00 extra may be assigned to the total winning bidders offer to cover extra works.

PLEASE NOTE:

The planning presented above already includes all necessary time needed to acquire and have available all materials. The responsibility for ensuring delivery rests with the winning bidder, which means that delays from other sources are the sole responsibility of the winning bidder. ENISA wishes to emphasise that it has no control over customs clearance or other procedures needed to secure or facilitate delivery. All possible delays in delivery are the sole responsibility of the bidder and possible financial penalties are described in 'section 2.7 Late Delivery'.

2. SUBJECT OF THE CONTRACT**2.1 GENERAL:**

The general dimensions of the buildings for which the structural and electromechanical works shall be carried out is:

ΕΠΙΦΑΝΕΙΕΣ ΑΝΑ ΕΠΙΠΕΔΟ & ΑΝΑ ΚΤΙΡΙΟ

ΔΙΕΥΘ. ΑΚΙΝΗΤΟΥ: ΕΘΝΙΚΗΣ ΑΝΤΙΣΤΑΣΕΩΣ 72 & ΑΓΑΜΕΜΝΩΝΟΣ, ΧΑΛΑΝΔΡΙ

	Επιφάνειες Βάσει ΟΑ		Πραγματοπ. Επιφάνειες	
	ΔΙΑΤΗΡΗΤΕΟ	ΚΤΙΡΙΟ Α	ΔΙΑΤΗΡΗΤΕΟ	ΚΤΙΡΙΟ Α
Γ' Υπόγειο	0	1.261,40	0	1.299,55
Β' Υπόγειο	0	1.261,40	0	1.317,62
Α' Υπόγειο	231,52	965,60	234,25	951,08
Ισόγειο	204,88	734,29	207,58	733,75
Α' Όροφος	195,84	814,34	199,04	809,09
Β' Όροφος	0	705,46	0	702,86
Γ' Όροφος	0	662,16	0	660,27
Δώμα	0	21,20	0	22,22
Σύνολο	632,24	6.425,85	640,87	6.496,44
Σύνολο Συγκροτήμ.		7.058,09		7.137,31

ENISA would like to emphasise for your planning purposes that the winning contractor will have full access (24/7) to the building during the specified ENISA holiday closure period. During this period there will be no restrictions on the working regimes.

If planning permission from Hellenic authorities will be necessary to carry out these works, then this shall CLEARLY be referred to in your technical offer. The responsibility for any possible planning permission will rest with the chosen contractor.

A detailed description of the works is provided in 'Annexes A1 and A2 - Technical Descriptions of the Works' - and the 'Annex A3 - Plan Drawings' - of this Tender documentation.

Please note that Annex A3 has been split into four large zip files of approximately 25- 30Mb each. They will be available for download from the eTendering link:

<https://etendering.ted.europa.eu/cft/cft-display.html?cftId=9259>

as well as from the ENISA website link for this tender:

<https://www.enisa.europa.eu/procurement/office-refurbishment-works-chalandri>

If you have any problems in downloading from the first link then please try the alternative link. If you still have problems then please contact ENISA Procurement Team via procurement@enisa.europa.eu

2.2 WORKING AND PLANNING PRINCIPLES:

The works shall be carried out in compliance with the national environmental guidelines for the finishing process and using environmentally friendly construction materials with low primary energy use and/or from renewable sources. All construction waste must be disposed of in accordance with local and applicable national and EU legislation and with full consideration for the environment.

All works must normally be carried out between 07:00 and 19:00 on weekdays; otherwise the offices will be closed. However, due to the urgent circumstances in this case, ENISA will support any requests to extend access hours on weekday evenings and weekends if deemed necessary by the successful contractor to complete the works within the timeframe and deadline previously stated.

2.3 QUALITY LEVELS OF ALL MATERIALS, FIXTURES AND FITTINGS:

Please note that the technical descriptions of all works as detailed in *Annexes A1 and A2* may refer to brand names, types and models. The reason these have been included is to give each tenderer a clear idea of the quality levels and/or design type which is expected for each part of the construction works.

The tenderer is free to include in their offer, either the brand/model/type as referred to in the specifications, or any other brand/model/type which, in the tenderers opinion, has at least the equivalent quality levels or design. This must be demonstrated by providing relevant technical specification sheets and brochures for each product as part of your tender submission.

If the products you include in your offer are not considered to be of equal or better quality by the Evaluation Committee, then this will be taken into account when the quality criteria are assessed.

2.4 CIVIL LIABILITY INSURANCE FOR THE WORKS PROJECT:

The successful contractor will have to provide evidence of having established civil liability insurance cover for the specific construction works referred to in this tender. The insurance certificate will have to be submitted to the Agency together with the countersigned works contract.

2.5 DURATION OF THE CONTRACT:

Works are expected to commence on or before **18th December 2021**.

All refurbishment and internal fit out works are expected to be completed no later than **23rd January 2022**.

In justified cases, these dates may be slightly modified in agreement with the successful tenderer before the contract is signed.

2.6 COMPLETION OF CONTRACT:

Upon completion of all works as stipulated in the civil and electromechanical Technical Descriptions, the supervising Architectural Engineer shall approve the Works and sign the 'Statement of Acceptance'. The contractor shall then submit an invoice (together with the signed 'Statement of Acceptance') for the total amount of the contract.

2.7 LATE DELIVERY:

In the event that all works stipulated in the contract are not delivered by the mutually agreed deadline for reasons that can be attributed solely to the contractor, then penalties will be applied. An amount of €1.000,00 per day for each day of delay up to the limit of 25% of the total amount of the contract will be applied. (see Annex V – draft Works Contract and specifically '*Article 1.32 FAILURE TO COMPLY WITH DEADLINES – PENALTIES*')

2.8 SUBCONTRACTING:

It is expected that each tenderer, in formulating its bid, shall identify ALL subcontractors for various parts of the construction works. For this purpose, you must fully detail the use of subcontractors as part of your technical description for these works. You will also need to provide filled in and signed '*Subcontractor forms*' (see Annex VII) for each subcontractor to be used.

2.9 LANGUAGE USED FOR TENDER OFFER:

The working language of the Agency is English; however you may provide your offer in any of the official languages of the European Union (for example in Greek). Please note that in order to assist the tenderers from the local Greek market, the '*Technical Description*' and the '*Bill of Quantities – Financial Offer form*' have been provided in Greek.

3. MANDATORY SITE VISIT / INFORMATION MEETING

A MANDATORY site visit / information meeting will take place on **Wednesday 22nd September 2021**. Each interested candidate must therefore register for this day. Candidates should note that due to the technical nature of this call for tenders, their attendance at the site visit/information meeting **is obligatory**. Each attendee will be provided with a 'proof of visit' certificate, which must be uploaded together with your offer.

Please note that due to ongoing Covid 19 restrictions, all visitors will be required to fully comply with all guidelines published by the Hellenic Authorities and directions given by the ENISA security personnel upon entering the building.

Any interested tenderer who does not attend the site visit/information meeting and/or include the signed proof of visit' certificate will be automatically excluded from having their tender evaluated.

Tenderers are asked to confirm their attendance at the latest by **Tuesday 21st September 2021 at 13:00** by e-mail to Procurement@enisa.europa.eu, specifying the name and title of the person(s) who will represent them at the site visit/information meeting (maximum two (2) people per tenderer).

ENISA will contact you to organise the time of meeting, which is expected to take approximately 1 hour. If you have any questions then you may call **Ms Asimina Vergi on +30 2814 409 531**

Any issues raised by a specific candidate which may materially affect the tender or is of general interest, will be communicated to ALL candidates which have participated in the site visit/information meeting.

Please note: No costs incurred for participating in the site visit/information meeting will be reimbursed.

4. CONTENT AND PRESENTATION OF THE TECHNICAL OFFER

The Tenderer shall enclose with the **Technical Offer** all documents and information that will enable its offer to be assessed in terms of quality and of compliance with the 'Technical Description'.

Please make sure that all documentation requested for Exclusion, Selection and Award Criteria (Part 3 Section 3) are provided. Failure to provide all documentation may lead to your offer being declared as non-compliant and therefore not eligible for further evaluation.

5. CONTENT AND PRESENTATION OF THE FINANCIAL OFFER

The Financial offer must be provided using the '*Annex IV - Bill of Quantities - Financial Offer form*':

The Financial Offer Excel form has been split into three sections:

SUMMARY TABLE / ΣΥΝΟΠΤΙΚΟΣ ΠΙΝΑΚΑΣ

- i. ARCHITECTURAL WORKS / ΑΡΧΙΤΕΚΤΟΝΙΚΕΣ ΕΡΓΑΣΙΕΣ**
- ii. ELECTROMECHANICAL WORKS / Η-Μ ΕΓΚΑΤΑΣΤΑΣΕΙΣ**

Both Section i and Section ii **are obligatory and the TOTAL COST cannot be more** than the budget limit as mentioned below in Section 6. The summary table is automatically filled from the Amounts you enter in Section i and ii, so you are not required to add anything to this page.

PLEASE NOTE:

We require your financial offer to be provided as a completed Excel document.

In addition please provide the SUMMARY TABLE / ΣΥΝΟΠΤΙΚΟΣ ΠΙΝΑΚΑΣ' page only, signed, with the company stamp and date, as a PDF page.

6. TENDER RESULT AND ESTIMATED CONTRACT VALUES

The result of the evaluation of tenders will be the awarding of a Works Contract. The maximum estimated budget possible under this contract for the works detailed in this tender is **€390,000.00 Euro (three hundred and ninety thousand Euro)** including all costs and excluding VAT.

An amount of €15.000,00 shall be added to the winning tenderers bid price, for any unforeseen works not included in the attached technical specifications, but are deemed to be necessary for proper completion of the works - upon written agreement by the ENISA Project Supervisor.

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) 2018/1725² ('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.6.2 of the draft contract in Annex V.

- **Regulation (EU) 2016/679³ (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.6.1 of the draft contract in Annex V. 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.

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).

² 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

³ 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

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)⁴, 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:
 - o 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.
 - o The contractor may not change the location of data processing without the prior written authorisation of ENISA.
 - o 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.
 - o 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.

⁴ <http://www.edps.europa.eu>

- 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.

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.

8. 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.

9. PRICE REVISION

Prices submitted in response to this Tender shall be fixed and not subject to revision.

10. 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.

11. 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.

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

13. PAYMENT ARRANGEMENTS

No pre-financing will be offered for this works contract.

Payment can only be made after acceptance by ENISA of completion of all phases in the refurbishment process. The payment will be made after the Statement of Acceptance has been signed by the ENISA appointed Supervising Engineer and within 30 days of presentation of an invoice, which conforms to national accounting regulations, such as referring to taxes to be withheld etc.

Provisions related to payments are laid down in the 'Draft Works contract' (Annex V).

14. CONTRACTUAL DETAILS

A model of the Works Contract is proposed to the successful candidate - see Annex V.

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.

Please note that the general conditions of our standard works 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 section 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.

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 responsible⁵ 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.

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.

⁵ 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.

2.2 STRUCTURE OF THE TENDER

Based on the **e-Submission** environment⁶, 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. 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

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.

⁶ 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

(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

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 application⁷.

- In the box labelled '**Total amount exclusive of taxes**' – please add the amount Total P_B 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)

⁷ In the case of framework contracts, unless otherwise instructed, please add the maximum budget given for this tender

- In the box labelled '**Total amount**' – again simply add the amount Total P_B from your Financial Offer form

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 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.

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/EC⁸.

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.”

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.

3.2.1 PROFESSIONAL INFORMATION

- a) Copy of the certificate of enrolment on the relevant professional or trade register or a statement under oath or a certificate in accordance with the conditions laid down in the Member State in which they reside.
- b) A recent document from a bank stating that the applicant is not bankrupt or being wound up, having their affairs administered by the courts, entered into an arrangement with creditors, suspended business activities, are not the subject of proceedings concerning those matters;
- c) Copy of the current insurance certificate covering the risks of its activities;
- d) A certificate issued by the competent authority or solemn declarations attesting that taxes, duties and social security contributions have been paid;
- e) Indication of the permanent number of employees of the company and of the average number of the employees over the past three years.

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

⁸ 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>

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 €500.000,00 (five 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 **€500.000,00**.

- (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.

3.2.3 TECHNICAL AND PROFESSIONAL CAPACITY CRITERIA AND EVIDENCE

The proof provided of the relevant background and technical capacity of the candidate shall cover the following aspects:

- Report presenting the company and describing its activities, including a description of the organisational structure of the company. A statement on the candidate's average annual manpower and the number of managerial staff over the past 3 years;
- Information about tools, methodologies, quality assurance procedures and standards which prove their capacity and professionalism in the area covered by this contract;
- A list of at least 5 of the most important contracts, each with a minimum value of **60,000.00 EUR** performed in the past five years, with the values, recipients; whether public, private or governmental projects, especially those works and services provided to international or foreign companies, diplomatic missions or representations of international organisations;
- Management capability (including, but not limited to, project management in a European context and quality assurance).

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.	Work Programme: Quality and efficiency of the proposed methods and sequencing of the works, taking fully into account the requested timeframe and tight deadlines.	40
2.	Project Team Structure: Relevance of the proposed personnel and structure in undertaking and concluding this project.	20
3.	Quality of materials offered	40
Total Qualitative Points (QP)		100

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 **70/100** 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 **70%** in relation to the price.

3.3.2 PRICE OF THE OFFER

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

Prices quoted should be exclusive of all charges, taxes, dues including value added tax in accordance with Article 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities. Such charges may not therefore be included in the calculation of the price quoted.

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.

Total offers exceeding the maximum price set in Part 1; Article 6 will be excluded.

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 (60%) and the price (40%)**. The following formula will be used:

$$TWP = (QP \times 0.6) + (PP \times 0.4)$$

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 **14th October 2021 at 10:30 EEST Eastern European Summer Time (Greek local time)** at ENISA Athens office, 14 Agamemnonos St 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 **at least 2 working days** prior to the opening session.

Please note that due to ongoing Covid 19 restrictions, all visitors will be required to fully comply with all guidelines published by the Hellenic Authorities and directions given by the ENISA security personnel upon entering the building

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

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.

5.2 LOTS

This Tender is not divided into Lots.

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.

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: “Office refurbishment works - Chalandri”

ENISA D-CSS-21-T35

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	9 th September 2021	
Deadline for request of information to ENISA	6 th October 2021	
Last date on which clarifications are issued by ENISA	7 th October 2021	
Deadline for electronic reception of offers via e-Submission	13th October 2021	18:00 CEST Central European Summer time
Opening of offers	14 th October 2021	10:30 EEST 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	Early/Mid November	Estimated