

## **OPEN CALL FOR TENDERS**

*concludes with a **single Framework service contract (per Lot)***

### **Tender Documentation**

### **Provision of interim agent support services**

### **ENISA F-CSS-23-T19 LOTS 1-2**

LOT 1 – Provision of interim agent support services at ENISA and Cedefop premises in Athens and Thessaloniki, GR

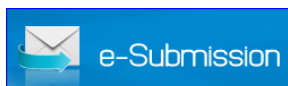
LOT 2 – Provision of interim agent support services at ENISA office in Brussels, BE

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

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## PART 1(A) ABOUT 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 contributes to EU cyber policy, enhances the trustworthiness of ICT products, services and processes with cybersecurity certification schemes, cooperates with Member States and EU bodies, and helps Europe prepare for the cyber challenges of tomorrow.

### 1.2 SCOPE

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

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

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

### 1.3 OBJECTIVES

The Agency's objectives are as follows:

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

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

## 2. ADDITIONAL INFORMATION

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

## PART 1(B) ABOUT CEDEFOP

### About Cedefop

Cedefop is one of the EU's decentralised agencies established in 1975 and governed by Regulation (EU) 2019/128 of the European Parliament and of the Council <sup>(1)</sup>.

Based in Greece since 1995, Cedefop supports the promotion, development and implementation of the Union policy in the field of vocational education and training (VET) as well as skills and qualifications policies by working together with the Commission, Member States and social partners. To this end, it enhances and disseminates knowledge, provides evidence and services for policy-making, including research-based conclusions, and facilitates knowledge sharing among and between EU and national actors.

Successful European cooperation in VET depends on information and insights on developments in VET, qualifications, skills and labour market trends and understanding their interrelationships. Cedefop's work on EQF/NQF, skills intelligence and governance, VET policy monitoring, apprenticeships and upskilling pathways for adults, has helped shape a comprehensive perspective on VET which has become the Agency's unique value proposition. Building on past achievements, Cedefop's multi-annual objectives aim to help partners to construct an informed evidence-based policy agenda that continuously develops VET in response to the changing needs of people, economies and societies.

Cedefop's objectives include policy learning between countries, social partners, VET providers and other stakeholders and supporting the implementation of EU policies and measures. The expertise Cedefop has generated through its wide spectrum of past and current analyses and research will inform EU-led VET initiatives such as the Centres for Vocational Excellence and the EPAL community of European VET practitioners.

Further information about Cedefop is available on its [web portal](http://www.cedefop.europa.eu).

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

## PART 2 TERMS OF REFERENCE

### I. SCOPE OF THIS TENDER

This call for tenders is being launched as an interagency procurement, under the lead of the European Union Agency for Cybersecurity (lead contracting authority) with the participation of Cedefop Agency (participating entity) hereinafter collectively referred to as “the Contracting Authority”.

By means of this Call for Tenders the Contracting Authority seeks to conclude a single framework contract for each LOT with a qualified economic operator able to provide interim agent support services as stipulated in the Terms of Reference outlined below.

ENISA acting as the lead contracting authority publishes the call for tenders, organises the evaluation, signs and manages the framework contract (including any amendments thereto) on behalf of Cedefop as well.

Cedefop may avail itself of the resulting framework contract autonomously by concluding specific contracts with the contractor.

References to the Contracting authority in these tender specifications and their annexes shall be understood, depending on the context, as referring to one of the following:

- ENISA acting in its capacity as lead contracting authority;
- Cedefop, in relation to their collective rights and obligations with the contractor, as one of the parties to the framework contract;
- Cedefop acting in its own capacity, in particular for matters related to the conclusion, execution or termination of specific contracts with the contractor(s).

Tenderers may submit an offer for one or both LOTS. If a tenderer decides to apply for both LOTS, it must submit a separate set of technical and financial offers for each LOT.

**CEDEFOP will use the resulting single framework contract under LOT 1 only.**


Subject of the tender	Maximum budget
<b>LOT 1 – Provision of interim agent support services at ENISA premises in Athens and Cedefop premises in Thessaloniki, GR</b>	A maximum budget of <b>€3.300.000,00 (three million three hundred thousand euro)</b> over the maximum possible period of <b>4 years</b>
<b>LOT 2 – Provision of interim agent support services at ENISA office in Brussels, BE</b>	A maximum budget of <b>€1.100.000,00 (one million one hundred thousand euro)</b> over the maximum possible period of <b>4 years</b>
Last date for <u>dispatch</u> of offers	<b>18<sup>th</sup> December 2023 until 18:00 CET</b>

**PLEASE NOTE:** *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)).*

**PLEASE NOTE:** *This tender procedure is limited to tenderers which are legally incorporated or which have an incorporated subsidiary in a member state of the European Union/EEA as well as SAA countries<sup>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'.*

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

**IMPORTANT:** *Following the Council Implementing Decision (EU) 2022/2506, as of 16th December 2022, no legal commitments can be signed with Hungarian public interest trusts established under Hungarian Act IX of 2021 or any entity they maintain. This applies to all contractual level commitments, including subcontractors.*

<b>Method of submitting tenders:</b>  e-Submission	<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 DESCRIPTION OF THE REQUIRED SERVICES

### 1.1 LOT 1 – PROVISION OF INTERIM AGENT SUPPORT SERVICES AT ENISA AND CEDEFOP PREMISES IN ATHENS AND THESSALONIKI, GR

The Contracting Authority wishes to conclude a Framework Service Contract (hereinafter referred to as “Contract”) for the provision of interim agent support services at ENISA premises located in Athens Greece and at Cedefop premises located in Thessaloniki, Greece.

The successful temporary employment agency as a result of this procurement procedure shall be hereinafter referred to as “Contractor”. The temporary personnel provided shall be hereinafter referred to as “Interim agent”.

The overall objective of the Contract is to provide the Contracting Authority with the requested interim agents in a timely fashion and in line with the job profiles requested hereafter.

The Contractor must apply the Greek labour legislation in force with respect to interim agents (L. 4052/2012).

The Contractor undertakes to apply all national (Greek) legislation and regulations in force relating to social security, labour and tax.

Supplying interim agents’ services to ENISA and Cedefop can under no circumstances be construed as or result in a direct employment relationship between the interim agent and ENISA or Cedefop: the Contractor remains, throughout the whole duration of the Contract, the sole employer of the interim agents.

### 1.2 LOT 2 – PROVISION OF INTERIM AGENT SUPPORT SERVICES AT ENISA OFFICE IN BRUSSELS, BE

The Contracting Authority wishes to conclude a Framework Service Contract (hereinafter referred to as “Contract”) for the provision of interim agent support services at ENISA local office in Brussels Belgium.

The successful temporary employment agency as a result of this procurement procedure shall be hereinafter referred to as “Contractor”. The temporary personnel provided shall be hereinafter referred to as “Interim agent”.

The overall objective of the Contract is to provide the Contracting Authority with the requested interim agents in a timely fashion and in line with the job profiles requested hereafter.

The Contractor must apply the Belgian labour legislation in force with respect to interim agents.

The Contractor undertakes to apply all national (Belgian) legislation and regulations in force relating to social security, labour and tax.

Supplying interim agents’ services to ENISA can under no circumstances be construed as or result in a direct employment relationship between the interim agent and ENISA: the Contractor remains, throughout the whole duration of the Contract, the sole employer of the interim agents.

#### APPLICABLE TO BOTH LOTS:

Based on business requirements, the Contracting Authority may need to call upon interim staff, as a complement to its statutory staff, to carry out tasks of a temporary nature arising from a reason stated below:



- Replacement of long-term absences of staff:
- Temporary reinforcement to address the impact of a punctual high number of simultaneous staff departures, or to fill a vacant post pending the recruitment of a staff member;
- Workload peaks to cope with peak periods, which require additional workforce for a fixed period of time;
- Specific assignments (e.g. projects, organisational change, structural changes, etc)
- Temporarily perform tasks requiring specific skills not available in the Contracting Authority;
- Other interim support.

The Contractor shall only offer interim agent candidates with the required level of training and professional qualifications, and shall take all steps and precautions to ensure that only interim agents that are trustworthy, of good reputation and showing conduct in keeping with the duties to be performed, are engaged. To this end, the Contractor shall ensure that the interim agent has a sound character reference (or the equivalent for other European Union countries, including a transfer of the criminal records of the interim agent). A trial period of minimum of three (3) days and maximum of one (1) month shall apply on a case by case basis indicated by the contracting authority, each time an interim agent is contracted.

The interim agents employed by the Contractor shall be subject to the rules and customs in force in the Contracting Authority's buildings, particularly as regards health and safety at work.

***All contracts and/or Order Forms signed between the Contracting Authority and the Contractor shall always be in English, without prejudice to have the possibility of a bilingual version also in another EU language.***

## 2. SPECIFIC DESCRIPTION OF SERVICES – APPLICABLE TO BOTH LOTS

Under this framework contract, the Contracting Authority is looking for a contractor to perform the following tasks:

- Processing of requests for interim workers of the Contracting Authority, including the preselection of candidates according to the profile descriptions;
- Provision of interim workers upon requests of the Contracting Authority;
- Communication between the Contracting Authority and the contractor within the entire scope of this framework contract, including any exchanges relating to the preselection, selection and employment of candidates. Therefore, appointment of a dedicated Contract Manager is expected.
- Provide legal advice on existing EU and national legislation related to temporary workers/interim staff as well as any changes to this legislation.

The Contractor is required to provide the Contracting Authority with interim agents according to the timeline defined in section 2.4 and in line with the requested level of education and necessary professional qualifications as defined in section 2.1.

In the provision of services, the Contractor must be fully compliant with the EU and national labour legislation in force and any other relevant national legislation and regulations in force relating to, among others, social security and tax (applying Greek and Belgian national legislation for LOT1 and LOT2 respectively).

The contractor must inform and advise the Contracting Authority on the correct use of interim employment contracts. Specifically, it shall inform and advise on existing EU and national (Greek and Belgian for LOT1 and LOT2 respectively) legislation in this regard, as well as any changes to this legislation. The

contractor shall immediately notify in writing the Contracting Authority contact person of any changes in the law affecting the implementation of the contract. This may include changes creating new legal obligations for the contractor or the Contracting Authority.

In general, and without restriction, the contractor is fully committed to respecting EU and national (Greek and Belgian for LOT1 and LOT2 respectively) legislation for the above-mentioned topics. It remains the contractors' obligation to fulfil all requirements under the national (Greek and Belgian for LOT1 and LOT2 respectively) legislation for the interim agent/s provided to the Contracting Authority under both LOTS. The Contracting Authority is not responsible for any changes in legislative requirements applying to interim agent/s, therefore these rules should be monitored and respected at all times by the contractor.

The Contracting Authority's staff responsible for managing Interim Agents may directly contact the Contractor's legal service for answers to any questions or to seek advice.

The contractor is accountable for informing the Contracting Authority of the contractual status of the interim agent/s and the compliance of their contract with the social security legislation.

The Staff Regulations of Officials of the European Union and the Conditions of Employment of Other Servants of the European Union **shall not apply** to interim staff. Throughout the duration of the contract, the contractor remains the employer of the interim staff. To this end, the contractor shall comply with the relevant national laws on employment, taxes, social and pension contributions (Greek and Belgian for LOT1 and LOT2 respectively).

The contractor must ensure the fulfilment of all legal and financial obligations towards the interim agent. It is being understood that the provision of interim agents to the Contracting Authority shall in no way lead to an employment relationship between said agents and the Contracting Authority.

Any irregularities would be the sole responsibility of the contractor, who would assume the consequences vis-à-vis the Greek authorities and could lead to the termination of the Framework Service Contract between the Contracting Authority and the contractor.

The Contracting Authority is entitled to request confirmation by the contractor, of the payments of the health insurance and social insurance contributions for the interim agent.

The contractor shall ensure that no posting is ever made that could result in the interim staff being able to claim, under the applicable law, the existence of an employment relationship between the Contracting Authority and the interim agent solely on the basis that interim agent is posted at the Contracting Authority.

In particular, it must avoid a situation whereby an irregular sequence of contracts for interim agent/s supplied to the Contracting Authority should result in the conversion of interim contracts into permanent contracts.

If there is a risk of such a situation arising, the contractor shall inform the Contracting Authority immediately and directly and the posting of the interim staff concerned shall be terminated with immediate effect. Dismissal costs, whether for fair or unfair dismissal, resulting from the termination of an interim agent's contract who has acquired permanent employee status owing to successive contracts, shall be borne by the contractor.

In order to ensure stability and continuity of services provided for the Contracting Authority, the Contractor shall appoint a Contract Manager.

The Contract Manager:

- shall be responsible for the integrity of the order-to- fulfilment process including the reception of requests, the proposal of candidates for the Contracting Authority, as well as the preparation of all documentation necessary for the interim assignments.

- shall act as a single point of contact between the Contracting Authority and the Contractor during the entire lifecycle of the framework contract.

## 2.1 TYPES OF FUNCTIONS AND TASKS PER CATEGORY

The services to be provided by the contractor consist of supplying interim staff to carry out office work. The levels and generic job descriptions below correspond to the different levels of duties to be carried out by the interim staff. The profiles and skills required, particularly language and IT skills where applicable, will be provided in greater detail with each specific order.

Minimum requirements for all profiles:

- knowledge of English corresponding to level B2 as defined by the Common European Framework of Reference for Languages - CEFR. For specific job positions, a higher level of English (C1) might be required;
- capability of working in a multilingual and multicultural working environment;
- advanced knowledge in current office software (word processing, spreadsheets, database management);

The general descriptions given below correspond to the various categories of tasks. The profiles and skills required, particularly education level, will, where appropriate, be communicated more precisely with each specific request for services.

Having regard to the Directive 2008/104/EC of 19 November 2008 on temporary agency work, the Contracting Authority indicates that (having regards to many limitations of execution of certain tasks and duties) the interim agents in the Contracting Authority based and according to its needs, should be considered to perform tasks similar to contract staff Function Group II (FGII), Function Group III (FGIII) and Function Group IV (FGIV).

Therefore, the indicative profiles of interim services that may be requested under the contract has been defined as follows:

<b>Assistant – level of duties Function Group II</b>	
General Description of Tasks	<p>Clerical and secretarial tasks, office management and other equivalent tasks</p> <p>.</p> <p>For instance (not exhaustive list): secretary, office clerk, different type of assistants, communication, media, financial, HR, policy, data input clerk, switchboard operator, reception services, conference technician, IT support, technical assistance.</p>

<b>Assistant – level of duties Function Group III</b>	
General Description of Tasks	<p>Executive tasks, drafting, accountancy and other equivalent technical tasks</p> <p>For instance (not exhaustive list): assistant in the Executive Director's Office, administrative assistant, procurement assistant, financial assistant, IT, human resources or communications assistant, operational Units' assistants etc. These tasks, which often fall into the category of office management, may however vary according to the post. In general, a Function Group III interim agent provides support to one or several people or units within the institution, including the shaping, transformation and distribution of information.</p>

<b>Assistant – level of duties Function Group IV</b>	
General Description of Tasks	<p>Administrative, advisory, linguistic and other equivalent technical tasks.</p> <p>For instance (not exhaustive list): project or administrative coordination, portfolio development, analysis or conceptual work, drafting of complex documents, planning, research, implementation, communication, stakeholder relations.</p>

The functions and tasks that interim agents may perform are given as an indication and are not exhaustive. The above profiles can be modified by the Contracting Authority with additional requirements during the contract implementation according to the actual needs of the Contracting Authority. Additionally, the Contracting Authority reserves the right to request engagement of additional profiles, not included above.

## 2.2 GENERAL REQUIREMENTS

The contractor must also take all necessary precautions to ensure that it uses only temporary staff who are trustworthy and whose ethical standards and behaviour are compatible with the performance of their duties. The contractor must therefore ensure that the interim staff provided to the Contracting Authority fulfil the following conditions:

- they must be in possession of an official identity document valid for a further six months after the starting date of the contract;
- they must provide the temporary employment agency with documentary proof that they do not have a criminal record, dated less than six months before they are made available for employment (documents may vary according to the country of origin).

The Contractor must make available upon request the extract from the judicial record or its equivalent to the Contracting Authority, who may ask to consult it at any time during the placement of the interim agent.

The Contractor must handle these documents according to collection and storage arrangements to be agreed with the Contracting Authority, and in line with the provisions on the protection of personal data.

The processing of personal data by the contractor shall comply with applicable European regulations, in particular Regulation (EU) 2018/1725, and shall only be for the purpose of executing the contract.

The interim staff provided by the contractor must abide by the rules and customs observed on the premises of the Contracting Authority, in particular as regards health and safety at work.

Interim staff placed at the disposal of the Contracting Authority by the Contractor shall consent not to make use of, and not to divulge to third parties any facts, information, knowledge, documents, or other matters communicated to them or brought to their attention during the performance of the work at the Contracting Authority, or any matter arising thereof. They will be requested to sign a confidentiality declaration by the Contractor and the Contracting Authority and shall continue to be bound by this undertaking after the expiry of their work period at the Contracting Authority.

### **Reporting:**

In the first week of each month, the contractor will submit to the contracting authority a monthly written report with respect to the previous month. This report shall be attached to and form an integral part of each invoice.

The report shall specify:

- list of the interim agents in place with the category level and names;
- number of days worked in a given month, starting and ending dates and applicable rates

The contractor might be requested to provide payslips for audit purposes in line with the draft framework contract.

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## **2.3 DURATION OF ASSIGNMENT**

Interim staff will be requested by the Contracting Authority for periods not exceeding the maximum statutory period mandated by national (Greek and Belgian for LOT1 and LOT2 respectively) law for the duration of 'interim' contracts. It is the responsibility of the Contractor to inform the Contracting Authority of any Interim agent whose contract is nearing this statutory limit, at least three months in advance.

The Contracting Authority will strive to provide an estimate of the total assignment duration each time it issues a new order. Such duration might be extended/reduced due to unforeseen organisational needs.

The Contracting Authority reserves the right to request replacement of any interim personnel specified in the contract that is found by the Contracting Authority to not be suitable for the performance of his/her assigned duties under the contract, according to provisions of art. II.4.9 and II.4.10 of the Framework Contract.

Such requests for replacement shall be duly justified and presented in writing with minimum two-week's notice. New CVs shall be presented to the Contracting Authority within 10 working days upon informing the Contractor.

The replacement, regardless of whether it is requested by the Contractor or by the Contracting Authority, shall not oblige the Contracting Authority to pay any additional remuneration, fees or costs other than those laid down in the initial contract. The Contractor shall bear all the additional costs arising out of or incidental to such a replacement.

## 2.3 PUBLIC HOLIDAYS

An indication of 2023 public holidays for each Agency is as follows:

ENISA	Cedefop
New Year's Day	New Year's Day
The Day following New Year's Day	Day after New Year's Day
Ash Monday	Friday, Epiphany
Maundy Thursday	Ash Monday
Good Friday	Maundy Thursday
Easter Monday	Good Friday (Catholic and Orthodox)
Labour Day	Easter Monday (Catholic and Orthodox)
Anniversary of the Declaration made by President Robert Schuman in 1950	Labour Day
Ascension Day	Anniversary of the Declaration made by President Robert Schuman in 1950
The day following Ascension Day	Whit Monday
Whit Monday	Whit Monday
15 <sup>th</sup> August, Assumption	Assumption Day
All Saints' Day	Agios Dimitrios
All Souls' Day	25- 29 December
25- 29 December	

These days may vary from year to year; they are approved before the end of the previous year and such list will be communicated in a timely manner to the prospective Contractor.

Public holidays in force for the Contracting Authority may be different from public holidays in force in Greece and Belgium. Interim agents are not expected to work on public holidays declared by the Contracting Authority. On such days the Contracting Authority's premises are closed and the Interim agents shall not work.

The contractor shall be required to take appropriate measures should interim agents be required to work for the Contracting Authority on days that are public holidays in Greece and Belgium respectively for LOT1 and LOT2. National public holidays falling on a regular working day for the Contracting Authority will be considered as normal working days at the Contracting Authority, and any extra charges/benefits due to the applicable national labour law should be solely borne by the Contractor.

## 2.4 TIMETABLE OF SERVICES

### - Start of assignment

All assignments must start and finish on a working day. However, the starting date may be a weekend, a public holiday or a non-working day in the event of:

- an extension of the assignment, or
- a new assignment which follows a previous one which took place at the Contracting Authority.

### - Length of working week

Assignments are carried out in accordance with the applicable national (Greek and Belgian for LOT1 and LOT2 respectively) legislation and collective agreement(s), on the basis of a maximum working week of 40 hours spread over five days (from Monday to Friday) or, on a standard timetable, a maximum of one eight-hour day.

Overtime work is not allowed for interim agents under no circumstances nor in any form (in money or in kind) will be compensated by the Contracting Authority.

An interim worker whose work shift is longer than six hours is entitled to a rest break of 30 minutes. This break is not included in working hours and shall be taken outside core working hours as determined by the Contracting Authority.

### - Absences

Any absence on the part of the interim staff shall be considered by the Contracting Authority as an interruption of the service provided by the contractor and as a “fault” on the part of the interim agent, except in cases of sickness substantiated by a medical certificate, holiday duly authorized in advance by the relevant Unit or for other entitlements stipulated by applicable law.

In the event of extended sickness (more than five working days) or in the event of extended non-availability (for ex. maternity leave) the contractor shall provide a replacement solution from the sixth working day of absence subject to the approval of the Contracting Authority?

Once a candidate has been chosen by the Contracting Authority, the contractor must make him or her available within a maximum of three working days.

Interim agents who are in a situation of temporary incapacity to work must notify both the employer and the Contracting Authority (ENISA or Cedefop) of their unavailability on the first day of absence. The Contracting Authority will not pay for the days that are not performed. The contractor will be responsible for paying the salary without any repercussions for the invoicing.

## 3. SELECTION AND ORDERING PROCESS – APPLICABLE TO BOTH LOTS

The Contracting Authority will sign specific Order Forms with the contractor. Day to day handling of orders will be managed by the Contracting Authority's HR team. HR team acts as intermediary between the contractor and the Unit in which the interim agent will be required to carry out their duties.

### 3.1 REQUEST FOR SERVICES

The request for services shall contain:

1. Job description(s):
  - a. Level matching the Function group and task description of the post;



- b. Post profile (qualifications, professional experience, professional knowledge, technical skills including languages and social skills);
2. Expected timeframe of the interim assignment;
3. Number of interim agents required;
4. The reply time limit
5. Other information, as necessary

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### **3.2 RESPONSE TO THE REQUEST FOR SERVICE**

The contractor through its Contract Manager supplies the Contracting Authority with at least 3 CVs of prospective candidates, who meet the criteria and specific requirements and whose availability has been checked in advance, within 5 working days since the receipt of the request from the Contracting Authority. The contractor will do the utmost to provide the best candidates available.

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### **3.3 SELECTION OF INTERIM AGENTS**

The contractor in coordination with the Contracting Authority organises the interviews where the Contracting Authority evaluates if the candidates are suitable. In case the Contracting Authority finds no candidate as suitable, the contractor must supply more CVs of prospective candidates, within minimum 3 working and maximum 10 working days, on a case by case basis and upon agreement with the Contracting Authority. The Contracting Authority will inform the contractor of its decision concerning the proposed candidate within a reasonable timeframe prior to the planned starting date.

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### **3.4 REFERENCE REMUNERATION**

The Contractor must apply the labour, social security, and income tax legislation in force at the Contracting Authority (Greece and Belgium for LOT1 and LOT2 respectively). Amongst others, the Contractor shall pay and/or withhold all of the compulsory social security and tax contributions mandated to it under the relevant legislation and shall ensure that all interim agents are remunerated in terms of law.

The Contractor as the direct employer is solely responsible for monitoring the consumption of the entitled annual leave of the interim agents and also solely responsible and accountable to compensate the interim agent in case of left annual leave days (for e.g. at the end of calendar year or in case of resignation or replacement of the interim agent etc).

The contractor shall give exclusive consideration to the selection and placement of the highest quality interim agents, and shall not propose agents based on their personal situation in order to reduce its tax, social or other liabilities.

The national working conditions and employment regulations shall apply inter alia to work remuneration.



The monthly salary of interim agents to be applied under this Framework Contract is determined on the basis of Article 93 of the Staff Regulations of Officials and Other Servants of the European Union for Contract Agent Staff (CEOS)<sup>3</sup>.

The reference gross salary sets out the gross salary, which shall be paid to interims during their assignments and is not subject of revision/update. The table below shows the remuneration that shall be applicable during the entire duration of the Framework Contract.

**FOR LOT 1:** The gross monthly salary of an Interim agent per matching function group, as indicated in the table below, has been obtained upon the application of the correction coefficient<sup>4</sup> applicable for Greece (which is 86,2% in 2023) to the basic monthly salary.

Function Group	Correction Coefficient in Greece for year 2023	Gross Interim Agent Salary per month
FG II	86.2%	€ 2.078,82
FG III		€ 2.655,31
FG IV		€ 3.399,20

**FOR LOT 2:** The gross monthly salary for an interim agent per matching function group, as indicated in the table below, 100% of the basic monthly salary for Brussels, Belgium.

Function Group	Coefficient Base City Brussels	Gross Interim Agent Salary per month
FG II	100%	€ 2.406,04
FG III		€ 3.080,41
FG IV		€ 3.943,39

The Contractor must establish the amount of net salary after deductions coming from the national law.

The contractor must ensure that the interim staff falling within respective pay groups receives at least the minimum gross monthly salary listed in the table above. The contractor shall be responsible for the payment of all social contributions and social security contributions required by law with respect to the employment of the interim agents supplied. Any such contributions which are legally mandated to the contractor - and not the interim agent - shall be deducted from the gross interim agent salary.

<sup>3</sup> COMMISSION DECISION of 2.3.2011 on the general provisions for implementing Article 79(2) of the Conditions of Employment of Other Servants of the European Union, governing the conditions of employment of contract staff employed by the Commission under the terms of Articles 3a and 3b of the said Conditions

<sup>4</sup> For definition of correction coefficient please consult <https://ec.europa.eu/eurostat/web/civil-servants-remuneration/correction-coefficients>

The contractor shall pay the interim agent the stated gross salary (not the Contracting Authority which will not have any contractual relationship with the interim agent).

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### **3.5 COMPLIANCE WITH ENVIRONMENTAL, SOCIAL AND LABOUR LAW**

The Contractor must 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.

The contractor is bound to provide evidence to the Contracting Authority of the amount paid to the interim agent provided and the fulfilment of its obligations with respect to health and social security contributions.

## **4. PLACE OF PERFORMANCE**

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### **4.1 LOT1**

The services will be performed at the premises of ENISA in Athens GR and at the premises of Cedefop in Thessaloniki GR and/or via occasional teleworking as per the contracting authority's applicable teleworking policy, on the request and consent of the Contracting Authority. The place of teleworking will be strictly determined by the Contracting Authority.

The Contractor must comply with the obligations regarding access to the premises of the Contracting Authority.

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### **4.2 LOT2**

The services will be performed at the ENISA local office in Brussels BE or via occasional teleworking on the request and consent of the Contracting Authority. The place of teleworking will be strictly determined by the Contracting Authority.

The Contractor must comply with the obligations regarding access to the ENISA office in Brussels.

### **APPLICABLE TO BOTH LOTS:**

In duly exceptional cases and on request of the Head of Unit concerned, the interim staff might be required to travel and participate at events held outside the contracting authority's premises (mission). In such cases the contracting authority will cover the travel costs, subsistence allowance or any other related costs in accordance with the contracting authority's applicable travel rules and guidelines<sup>5</sup>.

The costs of such missions must be prior authorized by the contracting authority. The contracting authority will reimburse the mission cost to the contractor. The contractor must comply with applicable national law in this regard.

The total value of expenses for missions may not exceed 10.000 EUR for LOT1 and 10.000 EUR for LOT2 throughout the duration of the framework contract including renewals.

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<sup>5</sup> C(2017) 5323 - Commission Decision on the general provisions for implementing Articles 11, 12 and 13 of Annex VII to the Staff Regulations of Officials (mission expenses) and on authorised travel

## 5. CONFIDENTIALITY AND SECURITY – APPLICABLE TO BOTH LOTS

When performing tasks for the contracting authority in execution of the contract, the contractor and its personnel shall comply with the contracting authority's applicable confidentiality and security requirements.

Any financial burden for complying with the security measures (e.g., security background checks, security clearance etc.) will be entirely at the expense of the contractor and not of the contracting authority.

The contracting authority reserves the right to require any person involved in the provision of the services under a given project to attend security briefings or training given by the contracting authority, and/or to sign a confidentiality/security statement.

Should the contractor, during the performance of the tasks, which are the subject of the contract, need remote access to any communication and information system of the Contracting Authority or data sets processed therein, the Contracting Authority's internal rules should be observed. In case the interim agent uses the Contracting Authority's IT equipment (normally a laptop PC) and connects to the Contracting Authority's internal network via the remote access service for Contracting Authority's staff, contractors are required to put in place minimum security measures in order to mitigate risks to the security of the Contracting Authority's information during the fulfilment of the contracted services. These measures focus mainly on the confidentiality and integrity of the Contracting Authority's equipment and information.

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

## 6. CONTENT AND PRESENTATION OF THE TECHNICAL OFFER – APPLICABLE TO BOTH LOTS

The Tenderer shall enclose with their "Technical Offer", all documents and information that will enable its offer to be assessed in terms of quality and of compliance with the specifications (sections 2 to 5).

The Technical Offer shall include the following:

- Presentation of the tender proposal;
- Evidence and support material demonstrating expertise in the fields covered by this call for tender;
- Management practices, planning and resource allocation to tasks and experts, available to be used in order to meet the Agency's requirements;
- Description of the company and structure of the organization
- Project management methodology that will be used for projects under this framework contract, explaining how possible projects would be carried out efficiently, timely and effectively;
- The procedure for the provision of interim agents (e.g. backup solutions etc.);
- Quality management qualifications and service support

- In the case of a tender being submitted by a consortium, a description of the input from each of the consortium members and the distribution and interaction of tasks and responsibilities between them;
- A description of sub-contracting arrangements foreseen, if any, with a clear indication of the tasks that will be entrusted to a sub-contractor and the award methods to be used in relation to these tasks. A statement by the tenderer guaranteeing the eligibility of any sub-contractor shall be included as well, in case the subcontractor/s are not known at the moment of the tender submission.

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

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

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

Offers that are irrelevant to the subject of the contract, deviate from the (minimum) requirements or do not fulfil all the requirements set out in the Tender Specifications may be rejected on the basis of non-compliance with the tender specifications.

## 8. CONTENT AND PRESENTATION OF THE FINANCIAL OFFER – APPLICABLE TO BOTH LOTS

The Financial offer must be drawn up using the **Financial Offer form provided for each LOT (see Annex IV for LOT1 and LOT2 respectively)**.

In order to be considered a valid offer, it must be duly filled in, dated, stamped, and signed by the authorised person.

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

The Financial offer shall include the “Total Cost per month” of the contractor’s employee (interim agent) the “NET monthly salary paid to the interim agent” and the “Contractor’s fee”. In order to avoid issues regarding applicable Greek tax and labour laws which, which may change during the course of this procurement procedure, please take fully into account the scenario outlined in the Financial Offer form, based on a specific date, when calculating the net salaries and total cost per month.

Prices must be quoted in EURO and include ALL expenses necessary to provide the services.

The Contractor must apply the legal provisions in force concerning the compulsory social benefits, as well as the compulsory social security and tax deductions. The “Total Cost per month” should be established for each category, entirely based on the salary scale for each category as shown in respective tables in section 3.4 (gross salaries per category), and for a working week of forty (40) hours.

The **“Total Cost per month”** should include:

- Wages paid to interim agent
- Social security contributions
- Government taxes
- The dues payable on the Christmas, Easter and holidays allowances.
- Any other statutory allowances or deductions

## 9. TENDER RESULT AND ESTIMATED CONTRACT VALUES

The result of the evaluation of tenders will be the awarding of a single Framework Service Contract(s). A framework contract establishes a mechanism for future repetitive purchases by the contracting authority to be awarded in the form of specific contracts/order forms.

The single framework contract under each LOT will be concluded with one contractor. Order forms shall be awarded on the basis of the terms laid down in the framework contract, refined or, in duly justified circumstances, supplemented to reflect the particular circumstances of the order forms. The details are set out in the draft contract.

The estimated overall maximum contract value without this being binding is:

**LOT 1: three million three hundred thousand Euro (€ 3.300.000,00)** over a maximum possible period of four (4) years.

**LOT 2: one million one hundred thousand Euro (€ 1.100.000,00)** over a maximum possible period of four (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)).*

## 10. DATA PROTECTION AND TRANSPARENCY

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

- **Regulation (EU) 2018/1725<sup>6</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 the contracting authority, mirroring the GDPR applicable within the Union.

The contracting authority is the controller under this Regulation and the prospective contractor is the processor.

(a) the data controller for the purposes of the framework contract is the person representing the contracting authority in the signature of the framework contract;

(b) the data controller for the purposes of order forms is the person representing the ordering contracting authority for the signature of the order forms.

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<sup>6</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

- **Regulation (EU) 2016/679<sup>7</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 the lead 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 the contracting authority 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 the contracting authority, 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 the contracting authority’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 the contracting authority. 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 the contracting authority 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 the contracting authority 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

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<sup>7</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

in data protection impact assessments (DPIAs) and prior consultations with the European Data Protection Supervisor (the EDPS)<sup>8</sup>, outlined in Art. 33 to 40 of the EDPR;

- to make available to the contracting authority 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 the contracting authority or another auditor mandated by the contracting authority;
- 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 the contracting authority;
  - The contractor shall inform the contracting authority 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 the contracting authority. 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 the contracting authority without delay of any legally binding request for disclosure of the personal data processed on behalf of the contracting authority 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 the contracting authority;
  - To contact the Data Protection Officer (DPO) of the contracting authority, 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), when ENISA is the contracting authority. Cedefop will deliver their applicable notice and restricted email to the Contractor, when signing an order form.

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

#### Confidentiality:

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

## 11. MARKING OF SUBMITTED DOCUMENTS

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

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<sup>8</sup> <http://www.edps.europa.eu>



## 12. PRICE

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

## 13. PRICE REVISION

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

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

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

## 15. PERIOD OF VALIDITY OF THE TENDER

Tenderers must enclose a confirmation that the prices given are valid for six (6) months from the date of submission of the tender.

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

ENISA is exempt from all taxes and duties, including value added tax (VAT), pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union. Tenderers must therefore give prices, which are exclusive of any taxes and duties and must indicate the amount of VAT separately.

## 17. PAYMENT ARRANGEMENTS

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

## 18. CONTRACTUAL DETAILS

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

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

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



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

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

## PART 3 TENDER SPECIFICATIONS

### 1. INFORMATION ON TENDERING – APPLICABLE TO BOTH LOTS

#### 1.1 CONTRACTUAL CONDITIONS

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

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

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

#### 1.2 JOINT TENDERS (IF APPLICABLE)

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

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

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

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

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

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

### 1.3 LIABILITY OF MEMBERS OF A GROUP

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

Statements, saying for instance:

- That one of the partners of the joint offer will be responsible<sup>9</sup> for only one part of the contract and another one for the rest, or
- That more than one contract should be signed if the joint offer is successful

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

### 1.4 SUBCONTRACTING

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

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

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

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

Tenderers are required to identify all subcontractors.

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

## 2. STRUCTURE AND CONTENT OF THE TENDER – APPLICABLE TO BOTH LOTS

### 2.1 GENERAL

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

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

<sup>9</sup> not to be confused with distribution of tasks among the members of the grouping

## 2.2 STRUCTURE OF THE TENDER

Based on the **e-Submission** environment<sup>10</sup>, all tenders must provide information and supporting documentation in two sections:

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

## 2.3 QUALIFICATION DATA

### a) Identification of the Tenderer

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

The following information should also be provided:

#### (i) Legal Entities

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

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

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

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

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

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

#### (ii) Financial identification

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

<sup>10</sup> For detailed instructions on how to submit a tender please consult the e-Submission Quick Guide available at: [https://wikis.ec.europa.eu/display/FTPPortal/Open+procedures\\_EN](https://wikis.ec.europa.eu/display/FTPPortal/Open+procedures_EN)

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

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

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

### **(iii) Power of Attorney**

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

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

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

### **b) Information regarding exclusion and selection criteria:**

The tenderer is requested to submit the following documents:

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

The filled-in Declaration form.

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

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

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

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

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

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

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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 per LOT as Annex IV (LOTs 1 - 2).**

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>11</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 from your Financial Offer form or the maximum budget assigned for this tender

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

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

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<sup>11</sup> In the case of framework contracts, unless otherwise instructed, please add the maximum budget given for this tender

### 3. ASSESSMENT AND AWARD OF THE CONTRACT

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

The aim of each of these stages is:

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

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

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#### 3.1 EXCLUSION CRITERIA – APPLICABLE TO BOTH LOTS

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

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

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

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

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

#### **Remark:**

A tenderer may be waived of the obligation to submit the documentary evidence mentioned above if such evidence has already been submitted for the purposes of another procurement procedure launched by the Contracting Authority, 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 VIII (Administrative Identification form) whether it is a Small or Medium Size Enterprise (SME) in accordance with Commission Recommendation 2003/361/EC<sup>12</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. These criteria apply to the tenderer as a whole, i.e. the consolidated assessment of combined capacities of all involved entities will be carried out.

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

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### 3.2.1 LEGAL AND REGULATORY CAPACITY – APPLICABLE TO BOTH LOTS

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 – APPLICABLE TO BOTH LOTS

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

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

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

- (b) **Complete (also) the attached Annex II ‘Simplified Financial Statement’**, which summarises your recent financial capacity. Please note that the average turnover for the last two (2) financial years for which accounts have been closed must meet our **minimum annual average turnover of:**

- **For LOT 1:** five hundred thousand EUR (800.000 EUR)
- **For LOT 2:** two hundred twenty-five thousand EUR (225.000 EUR)

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<sup>12</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>



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 per LOT.

- (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

#### LOT 1

The Tenderers are required to have sufficient technical and professional capacity to perform the contract. Tenderers shall comply with the following criteria in order to prove that they have the necessary technical and professional capacity to perform the contract.

**Criterion T1:** The tenderer must prove experience in the field of the provision of interim agents. The tenderer has a minimum of three years' experience in providing interim staff for clients in the public and/or private sector at national/international level.

The tenderer has provided at least 20 interim/temporary agents (full-time equivalents) in roles similar to those indicated in Section 2.1 over in the last three years preceding the tender submission deadline.

**Evidence for T1:**

- a. A concise company profile (maximum 2 pages), describing the tenderer's current main activities and demonstrating the ability to provide services similar to those communicated in this tender specification;
- b. Reference list (including contact details) of minimum three (3) current and/or past customers to whom the tenderer has supplied interim agent services, in the past five (5) years; specifying the number of interim staff provided including their profile and role similar to those communicated in this tender specification, contracted value, end and start date of the contract.

**Criterion T2:** The tenderer must present its organisational structure (average manpower, managerial staff) and prove its capacity to carry out the tasks as defined in the FWC; Specifically, the Contract Manager must have:

- three years of relevant professional experience in the field of managing contracts for the provision of interim agent support services
- knowledge of English corresponding to at least level C1 as defined by the CEFR (Council of Europe's Common European Framework of Reference for Languages) as guaranteed by a certificate or past relevant experience.

Tenderer has legal expertise in the field of Greek Labour Law

**Evidence for T2:** As evidence tenderers shall provide 2 detailed CVs, one of the proposed person matching the profile of Contract Manager and one for her/his back up.

Additionally, one CV of a person having legal expertise in the field of Greek Labour Law.

Tenderers are requested to use the European template for CV, available to download on the following link:

<http://europass.cedefop.europa.eu/en/documents/curriculum-vitae/templates-instruction>

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

**Tenderers are expected to provide at least 2 CVs for the proposed Contract Manager and back-up and at least 1 CV of the person having legal expertise in Greek labour law.**

## LOT 2

The Tenderers are required to have sufficient technical and professional capacity to perform the contract. Tenderers shall comply with the following criteria in order to prove that they have the necessary technical and professional capacity to perform the contract.

**Criterion T1:** The tenderer must prove experience in the field of the provision of interim agents. The tenderer has a minimum of three years' experience in providing interim staff for clients in the public and/or private sector at national/international level.

The tenderer has provided at least 20 interim/temporary agents (full-time equivalents) in roles similar to those indicated in Section 2.1 over in the last three years preceding the tender submission deadline.

### **Evidence for T1:**

- c. A concise company profile (maximum 2 pages), describing the tenderer's current main activities and demonstrating the ability to provide services similar to those communicated in this tender specification;
- d. Reference list (including contact details) of minimum three (3) current and/or past customers to whom the tenderer has supplied interim agent services, in the past five (5) years; specifying the number of interim staff provided including their profile and role similar to those communicated in this tender specification, contracted value, end and start date of the contract.

**Criterion T2:** The tenderer must present its organisational structure (average manpower, managerial staff) and prove its capacity to carry out the tasks as defined in the FWC; Specifically, the Contract Manager must have:

- three years of relevant professional experience in the field of managing contracts for the provision of interim agent support services
- knowledge of English corresponding to at least level C1 as defined by the CEFR (Council of Europe's Common European Framework of Reference for Languages) as guaranteed by a certificate or past relevant experience.

Tenderer has legal expertise in the field of Belgian Labour Law

**Evidence for T2:** As evidence tenderers shall provide 2 detailed CVs, one of the proposed person matching the profile of Contract Manager and one for her/his back up.

CV of a person having legal expertise in the field of Belgian Labour Law.

Tenderers are requested to use the European template for CV, available to download on the following link:

<http://europass.cedefop.europa.eu/en/documents/curriculum-vitae/templates-instruction>

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

**Tenderers are expected to provide at least 2 CVs for the proposed Contract Manager and back-up and at least 1 CV of the person having legal expertise in Belgian labour law.**

### 3.3 AWARD CRITERIA – APPLICABLE TO BOTH LOTS

#### 3.3.1 QUALITY OF THE OFFER

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

No	Qualitative award criteria		Weighting (max. points)
1.	<b>Organisation of the services</b>	<p>Relevance, clarity and quality of the methodology proposed to perform the services described in Section 2 including description of the measures taken by the tenderer to ensure they have a sound pre-selection process in place to provide interim agents to the Contracting Authority:</p> <ul style="list-style-type: none"> <li>- advertising methods and access to interim databases and their volume;</li> <li>- methods/tools used to verify/ensure that the candidates proposed match the requested profiles and have the necessary skills (e.g. testing of language and computer skills), education, professional experience and competencies;</li> <li>- measures to ensure timely provision of required CVs;</li> <li>- methodology on potential replacement of interims.</li> </ul>	60
2.	<b>Contract management</b>	<p>Description of the composition and suitability of the Contractor's team, division of roles and responsibilities among the proposed team members to perform the services described in Section 2 in order to guarantee efficiency of the services and continuous high performance.</p>	10

3.	<b>Overall quality of proposal and risk management</b>	<p>Clear understanding of the potential risks associated with the contract implementation and potential mitigation.</p> <p>What is the tenderer's approach to resolve any issues arising during the contract (e.g. how would you deal with persistent poor performance by an interim agent)?</p> <p>How will high quality interim agents remain available and how will it be ensured that poor performing agents are excluded from returning?</p> <p>Description of the processes in place to ensure that services can continue to take place in the event of personnel leave due to sickness or other unpredictable events.</p>	30
<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%** 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 **60%** in relation to the price.

### 3.3.2 PRICE OF THE OFFER

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

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

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

where:

PP = Price points

PC = Cheapest bid price received

PB = Bid price being evaluated

**NOTA BENE: Detection of abnormally low tenders**

*Tenderers must be aware of Point 23 of Annex I to the Financial Regulation on abnormally low tenders and of the possibility for rejection of the tender based on it.*

**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:

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

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 online on **19<sup>th</sup> December 2023 at 09:30 CET Central European Time**.

**Please note** that all tenderers may 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: six months from the closing date stated in Invitation to Tender. The successful Tenderer must maintain its Offer for a further 120 days from the notification of the award.

**5.2 LOTS**

This Tender is divided into 2 Lots.

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### **5.3 ADDITIONAL PROVISIONS**

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

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### **5.4 NO OBLIGATION TO AWARD THE CONTRACT**

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

## 6. SPECIFIC INFORMATION

### 6.1 TIMETABLE

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

Title: “**Provision of Interim Agent Support Services**”

#### ENISA F-CSS-23-T19 LOTS 1-2

#### 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	13 <sup>th</sup> November 2023	
Deadline for request of information to ENISA	8 <sup>th</sup> December 2023	
Last date on which clarifications are issued by ENISA	11 <sup>th</sup> December 2023	
Deadline for <b>electronic reception</b> of offers via <b>e-Submission</b>	<b>18<sup>th</sup> December 2023</b>	<b>18:00 CET</b> Central European time
Opening of offers	19 <sup>th</sup> December 2023	<b>09:30 CET</b> Central European time
Date for evaluation of offers	TBA	
Notification of award to the selected candidate + 10 day standstill period commences	TBA	
Contract signature	Early February 2024	Estimated