

OPEN CALL FOR TENDERS

Tender Documentation

“Provision of interim agent support services”

(FOR ENISA IN ATHENS AND CEDEFOP IN THESSALONIKI)

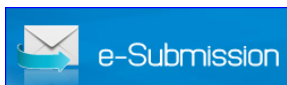
ENISA F-RED-19-T31

Part 1 Introduction to ENISA and Cedefop

Part 2 Technical Specifications

Part 3 Tender Specifications

Annex I	Legal Entity & Financial ID Forms
Annex II	Declaration on honour on exclusion criteria and selection criteria
Annex III	Financial Offer form
Annex IV	Draft Framework Service contract
Annex V	Power of Attorney for Consortium Forms
Annex VI	Sub-Contractors Form
Annex VII	Administrative ID and Declaration form
Annex VIII	e-Submission application guide



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

CONTENTS

PART 1(a) ABOUT ENISA	4
PART 1(b) ABOUT CEDEFOP.....	5
PART 2 TECHNICAL SPECIFICATIONS	6
I. SCOPE OF THIS TENDER.....	6
1. GENERAL DESCRIPTION	7
2. SPECIAL CONDITIONS	8
3. SPECIFICATIONS RELATING TO DUTIES TO BE PERFORMED	8
Category 1: Administrative Assistant profile	8
Category 2(a): Financial Assistant profile	8
Category 2(b): Procurement and Financial Assistant profile	9
Category 2(c): HR Assistant profile	9
Category 3: IT Assistant profile	9
Category 4: Operational Assistant profile	10
Category 5: DOCUMENTALIST / LIBRARIAN	10
4. DURATION AND WORKING HOURS.....	11
5. Confidentiality	12
6. PROCEDURE FOR ISSUE OF ORDERS.....	12
7. CONTENT AND PRESENTATION OF THE TECHNICAL OFFER	13
7.1. Selection of appropriate candidates to carry out interim agent services	13
7.2. Management of the provision of interim agents	13
8. CONTENT AND PRESENTATION OF THE FINANCIAL OFFER.....	14
9. TENDER RESULT AND ESTIMATED CONTRACT VALUES	16
10. DATA PROTECTION AND TRANSPARENCY.....	16
11. MARKING OF SUBMITTED DOCUMENTS.....	16
12. PRICE	16
13. PRICE REVISION	17
14. COSTS INVOLVED IN PREPARING AND SUBMITTING A TENDER	17
15. PERIOD OF VALIDITY OF THE TENDER	17
16. PROTOCOL ON PRIVILEGES & IMMUNITIES OF THE EUROPEAN UNION	17
17. PAYMENT ARRANGEMENTS.....	17

18. CONTRACTUAL DETAILS	17
PART 3 TENDER SPECIFICATIONS	18
1. INFORMATION ON TENDERING	18
2. STRUCTURE AND CONTENT OF THE TENDER.....	19
3. ASSESSMENT AND AWARD OF THE CONTRACT	23
3.1 EXCLUSION CRITERIA	23
3.2 SELECTION CRITERIA	24
3.3 AWARD CRITERIA	26
4. TENDER OPENING.....	28
5. OTHER CONDITIONS	28
5.1 Validity	28
5.2 Lots	28
5.3 Additional Provisions	28
5.4 No obligation to award the contract.....	28
6. SPECIFIC INFORMATION	29
6.1 Timetable.....	29

1.1 INTRODUCTION

The European Union Agency for Cybersecurity (ENISA) was established by the European Parliament and the Council Regulation (EU) No 2019/881 of 17 April 2019 (OJ L 151/15, 07.06.2019). ENISA is actively contributing to European cybersecurity policy, in order to support Member States and European Union stakeholders to support a response to large-scale cyber incidents that take place across borders in cases where two or more EU Member States have been affected. This work also contributes to the proper functioning of the Digital Single Market.

1.2 SCOPE

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

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

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

1.3 OBJECTIVES

The Agency's objectives are as follows:

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

2. ADDITIONAL INFORMATION

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

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

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

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

Cedefop

informs VET

by looking into technological and socioeconomic trends that shape the nature of jobs and by anticipating emerging skill needs. It provides data on skill demand and supply to support policy-makers', employers' and citizens' decisions about education, training and careers. It helps countries improve their skills intelligence, address skill mismatches and better use their national skills capital.

helps shape VET

by promoting awareness of the future of VET, and supporting the renewal and modernisation of VET systems and institutions in line with fast-changing labour market needs. It does so by monitoring VET policies across EU countries and supporting the development and use of European tools, such as qualifications frameworks, helping people who move between systems or between work/learning contexts to 'take their qualifications with them'.

and values VET

by supporting strategies and policies that allow young people and adults to gain the skills and values they need to improve their employability, and encourage their active participation in times of rapid change. To this end, Cedefop promotes guidance and validation of skills acquired outside formal education. As work-based learning – including apprenticeship – and competent teachers and trainers play a key role in ensuring VET quality and relevance, Cedefop also supports the design and monitoring of relevant EU policies.

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


PART 2 TECHNICAL SPECIFICATIONS

I. SCOPE OF THIS TENDER

Within the framework of this Open tender procedure, ENISA Agency as lead *contracting authority* and on behalf of Cedefop Agency, hereinafter collectively referred to as “the Contracting Authority”, would like to identify a suitably qualified contractor to provide the services as stipulated in the Terms of Reference outlined below.

By means of this Call for Tenders the Contracting Authority seeks to contract the services of ONE service provider. The tenderer must be able to provide the SAME level of services to ENISA in Athens as well as to Cedefop in Thessaloniki Greece.

Subject of the tender	Maximum budget
Provision of interim agent support services	FOR ENISA: Up to €4,000,000.00 (four million euro) over the maximum possible period of 4 years
	For CEDEFOP: Up to €400,000.00 (four hundred thousand euro) over the maximum possible period of 4 years
Last date for <u>dispatch</u> of offers	14th November 2019 until 18:00 CET
<p>PLEASE NOTE: This tender procedure is limited to tenderers which are legally incorporated in a member state of the European Union/EEA, or which have an incorporated subsidiary in one of the EU/EEA member states. (The Agreement on Government Procurement (GPA) does not apply to EU Regulatory Agencies.)</p> <p>IMPORTANT!</p> <p>Provisions relating to BREXIT</p> <p><i>For British candidates or tenderers:</i></p> <p><i>Please be aware that after the UK's withdrawal from the EU, the rules of access to EU procurement procedures of economic operators established in third countries will apply to candidates or tenderers from the UK depending on the outcome of the negotiations.</i></p> <p><i>In case such access is not provided by legal provisions in force candidates or tenderers from the UK could be rejected from the procurement procedure.</i></p>	

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

1. GENERAL DESCRIPTION

The Contracting Authority wishes to conclude a Framework Service Contract (hereinafter referred to as “Contract”) for the provision of interim agent support services at its office located in Athens (in exceptional cases based on the Agency’s needs at its branch office in Heraklion), 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). It being understood that supplying interim agents services to the Contracting Authority can under no circumstances result in a direct employment relationship between the interim agent and the Contracting Authority.

The Contractor is, and shall remain, throughout the Contract, the employer of its personnel and undertakes to apply all national (Greek) legislation and regulations in force relating to social security, labour and tax.

The Contractor shall offer only interim agent candidates with the required level of training and professional qualifications, and shall take every step and precaution 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 three (3) days shall apply 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 signed between the Contracting Authority and the Contractor shall be in English only.

Interim agents may be called upon to fulfil tasks, which correspond to the following categories:

Agent category	Type of position
1	Administrative Assistant
2	(a) Financial Assistant (b) Procurement and Financial Assistant (c) HR Assistant
3	IT Assistant
4	Operational Assistant
5	Documentalist / Librarian

The Contracting Authority reserves the right to adjust the volume of services in line with the collective Agency’s needs. Under no circumstances can the Contractor require a minimum volume of services.

2. SPECIAL CONDITIONS

As the services are to be provided in Greece, the successful contractor may have to obtain approval from the Greek authorities, or the authorities of another Member State, to legally provide these services in Greece. The contractor is expected to operate fully in line with the prevailing legal framework in the Member State where it is established and abide by laws and regulations especially those pertaining to the provision of temporary employment services in Greece.

It is expected that the successful contractor shall immediately notify in writing to the Contracting Authority contact person (ENISA Human Resources Unit or/and Cedefop Human Resources Service) in case of any change in the law affecting the way the salaries are taxed or calculated and/or any new legal obligations affecting the contractor or the user of their services (ENISA and Cedefop).

3. SPECIFICATIONS RELATING TO DUTIES TO BE PERFORMED

The general descriptions given below correspond to the various categories of tasks. The profiles and skills required, particularly language and computer skills, will, where appropriate, be communicated more precisely with each specific request for services. In any case, for all profiles very good knowledge of English, both spoken and written, is required.

CATEGORY 1: ADMINISTRATIVE ASSISTANT PROFILE

- Providing assistance related to general administration, financial, human resources, facilities and legal matters depending on the recruiting Department/Unit;
- Support in drafting correspondence, preparing relevant minutes, reports, statistics, databases, notes, presentations and any document related to the activities of the Department/Unit;
- Providing assistance in document management tasks for both electronic and physical archives;
- Registering incoming correspondence of the Agency;
- Liaising with the Agency's stakeholders, both internal and external;
- Handling travel/logistics aspects/events organisation related to the activities of the Department/Unit;
- Performing other administrative support tasks as required in the interest of the service.

CATEGORY 2(a): FINANCIAL ASSISTANT PROFILE

- Assisting with the bookkeeping and the task related to closure of the year;
- Registering all incoming invoices in the financial information system of the Agency (ABAC);
- Handling VAT exemption procedures for official purchases of the Agency;
- Preparing internal documents such as Purchase Orders and preparing files for financial initiation by designated staff members;
- Assisting in filing and archiving documents;
- Assisting with the Financial and Procurement activities;
- Contacting staff and suppliers of the Agency for official service matters;

- Performing other administrative support tasks as required in the interest of the service.

CATEGORY 2(b): PROCUREMENT AND FINANCIAL ASSISTANT PROFILE

- Assisting with the Procurement and Financial activities of the Agency, including assistance in calls for tenders;
- Assisting with the bookkeeping and the tasks related to the closure of the financial year;
- Registering incoming invoices in the financial information system of the Agency;
- Handling VAT exemption procedures for official purchases of the Agency;
- Preparing internal documents such as Purchase Orders and preparing files for financial initiation by designated staff members;
- Preparing files for financial initiation by designated staff members;
- Assisting in filing and archiving documents;
- Contacting staff and suppliers of the Agency for official service matters;
- Performing other administrative support tasks as required in the interest of the service

CATEGORY 2(c): HR ASSISTANT PROFILE

- Supporting the HR Unit/Service by contributing to the correct implementation of HR processes in all areas of HR;
- Providing administrative support to selection procedures;
- Supporting registration of leave requests and absences administration;
- Providing administrative support for the organisation of learning & development activities;
- Supporting handling of staff enquiries;
- Supporting HR data and document management;
- Providing support to the Head of HR as needed;
- Performing other administrative support tasks as required in the interest of the service.

CATEGORY 3: IT ASSISTANT PROFILE

- Assisting with IT Help Desk (1st level support);
- Assisting with software installation and maintenance;
- Assisting with hardware installation and maintenance;
- Assisting with Operation System (Windows) configuration;

- Assisting with general IT administration and training;
- Performing other IT support tasks as required in the interest of service.

CATEGORY 4: OPERATIONAL ASSISTANT PROFILE

- Assisting in the organisation of workshops and in the management of virtual working groups (e.g. teleconferences, minutes);
- Assisting in the drafting of questionnaires, surveys and reports;
- Assisting in the managing of operational online portals;
- Assisting in administering and delivering projects and operational activities and outputs;
- Assisting in preparing technical specifications for procuring services;
- Assisting in any other administrative task of the Department/Unit (e.g. follow up of actions, events, financial operations, etc.) as required in the interest of service.

CATEGORY 5: DOCUMENTALIST / LIBRARIAN

- Providing input for Performance Management System indicators on e.g. citations of Cedefop's publications/ studies/ analysis in the academic, media coverage, take-up of Cedefop's work in press clippings
- Supporting the Open Access repository project;
- Assisting in the monitoring of relevant sources and databases for the identification of information relevant to Cedefop's projects and for the measuring of Cedefop's impact in the EU policy documents, scientific literature and media;
- Assisting in the collection data regarding the impact of Cedefop in publications and media;
- Assisting in administering online resources and information tools provided by the Library/Research Support Centre;
- Assisting in updating and maintaining Cedefop's bibliographical database (VET-Bib): cataloguing, indexing;
- Assisting in the dissemination of information.

4. DURATION AND WORKING HOURS

4.1. DURATION OF PLACEMENT

Interim agents will be requested by the Contracting Authority for periods not exceeding the maximum statutory period mandated by the law in Greece for the duration of ‘interim’ contracts. It is the clear responsibility of the selected contractor, to inform ENISA or Cedefop of any interim agent whose contract is nearing this statutory limit, at least three months in advance.

Placements shall be requested by way of an Order form for each new interim agent. Each Agency shall directly request a placement from the contractor for their own specific needs and shall sign contracts directly with the contractor.

The requesting Agency shall endeavour as far as possible, to provide an estimate of the total employment duration each time it issues a new Order. Such duration might be extended due to previously unforeseen organisational needs.

Interim agents will be assigned to ENISA Athens office and in exceptional cases based on the Agency’s needs at its branch in Heraklion, or to the Cedefop office in Thessaloniki according to the needs, for the entire duration of their assignment. Transportation costs, subsistence allowance or any other related costs for interim agents associated with their day-to-day tasks will not be paid by ENISA or Cedefop. Travel costs may only be covered for assignments specifically requested and authorised by ENISA or Cedefop strictly for Agency linked purposes (e.g. participation in the organisation of a workshop).

4.2. PUBLIC HOLIDAYS

An indication of 2019 public holidays for each Agency is as follows:

ENISA Agency	Cedefop Agency
New Year’s Day	New Year’s Day
The Day following New Year’s Day	The Day following New Year’s Day
25 March, National Holiday	Epiphany
Maundy Thursday	Ash Monday
Good Friday	Good Friday
Easter Monday	Easter Monday
Labour Day	Labour Day
Anniversary of the Declaration made by	Anniversary of the Declaration made by
Ascension Day	Whit Monday
Whit Monday	Assumption day
Assumption Day	Agios Dimitrios
All Saint’s Day	Greek Independence Day
24- 31 December	24 - 31 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.

The prospective Contractor is expected and required to remunerate interim agents contracted to ENISA or Cedefop for all of these days, provided that the public holidays in question form part of a period of service.

Public holidays falling on a Saturday or Sunday shall not give rise to extra remuneration or leave in lieu.

4.3. WORKING HOURS

The weekly working time is forty (40) hours. The work is performed according to the timetable confirmed by the Human Resources Unit of ENISA or/and by the Human Resource Service of Cedefop. Overtime is only possible if authorised in advance and in writing by the Agency.

5. CONFIDENTIALITY

Interim Agents placed at the disposal of the Contracting Authority by the contractor shall undertake 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 Agencies or any matter arising thereof. They will be requested to sign a confidentiality clause and shall continue to be bound by this undertaking after the expiry of their work period at the Agency.

6. PROCEDURE FOR ISSUE OF ORDERS

Orders to request the service of interim agents or orders concerning new placements will be issued on any given date, in line with needs arising in the various Departments/Units of either Agency. Extensions of contract periods can be issued during the last week of the month in which a contract under execution ends.

Orders shall be issued exclusively by ENISA or by Cedefop either by e-mail or by fax to the Contractor. Orders, which may cover one or more requests for services, are expected to be confirmed within two (2) working days from dispatch. The Prospective Contractor shall confirm acceptance by e-mail or by fax to ENISA or Cedefop. Within four (4) days from despatch of the order at the latest, the Contractor must inform ENISA or Cedefop of the list of candidates for the posts, in line with the request.

Thereafter, the ENISA Human Resources Unit/ Cedefop Human Resource Service in conjunction with the relevant Department/Unit/Team shall decide whether the candidates proposed are acceptable, depending on the profiles required in the Order, and confirm to the Contractor. If proposed candidates are not acceptable, the order procedure will be repeated until the order requirements are met or until ENISA or Cedefop withdraws its interest to have a post filled.

The Tenderer is expected to provide the Contracting Authority with an overview of its selection procedures for the purpose of selecting Interim Agents as part of their technical offer.

7. CONTENT AND PRESENTATION OF THE TECHNICAL OFFER

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

The Offer shall include a description of the operational means and procedures to be implemented to perform the Contract, supported where appropriate by related documents. The following points should be clearly addressed in your offer:

7.1. SELECTION OF APPROPRIATE CANDIDATES TO CARRY OUT INTERIM AGENT SERVICES

Search: the procedure followed to actively source candidates (recruitment channels such as advertisements in the social media, LinkedIn, networks of agencies, etc.).

Reception and information: the conditions regarding the communication of social and administrative information (such as an information file for candidates, a sample registration form or file, etc.).

Selection: the procedure followed to propose appropriate candidates to the Agency to carry out the services requested (comprising for instance types and contents of selection tests used: CV screening, competency based questions, testing of Microsoft Office competences etc.).

Compiling and checking of personnel files: description of the content of a standard individual file (documents, certificates, etc.).

7.2. MANAGEMENT OF THE PROVISION OF INTERIM AGENTS

Human resources: the level of training and professional experience of the tenderer's staff to be assigned to managing and implementing the Contract, and an indication of the number of consultants involved (in the form of a ratio: average annual volume of recruitments per consultant).

Administrative and financial management: computerised and integrated data management, process control from order to invoice, and the possibility of access to statistics on interim agents contracted.

Availability and ability of the Contractor to respond promptly: arrangements regarding operational relations between ENISA or Cedefop and the Contractor, covering in particular:

- The Contractor's opening hours (taking into account that ENISA and Cedefop core working hours are 10.00 to 16.00 weekdays);
- Means of communication used;
- The mechanism established to guarantee rapid response (maximum deadline for response: 2 working days for the acceptance of an order and for submitting the candidates' files, 24 hours for the recruitment of candidates/making candidates available).

The Tenderer is advised to supplement its offer with all other documents and information useful in supporting the qualitative aspects of its offer (for instance the training given to interim agents and the measures taken to ensure gender balance).

8. CONTENT AND PRESENTATION OF THE FINANCIAL OFFER

The Financial offer must be drawn up using the **Financial Offer form (see Annex III)**. In order to be valid, it must be duly filled in, dated, stamped, and signed by the authorized person. Please take special care to enter data **in all boxes** as described. Failure to provide a fully completed form may result in your offer being declared invalid and not being further evaluated.

The Financial offer is presented in the form of a 'scenario' in which a 4-month contract has been signed. Your offer shall include the **'Total Cost per month' (a)** of the contractor's employee (interim agent) which should be the same for each of the 4 months, and the **'Contractor's fee' (P_B)** which includes all other costs and benefits in providing your services. You may enter different amounts for 'Contractor's fee' each month.

In order to avoid issues regarding applicable Greek tax and labour laws, which may change during the course of this procurement procedure, please take fully into account the scenario outlined in Table 1 below, based on specific start/end dates, when calculating the gross and net salaries:

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

Scenario to be used for assisting in calculating the **'Total Cost per month (a) and Contractor fee (b)'**

(as required in Annex III – 'Financial Offer' form):

Date to be used for your calculations: (i.e. apply all laws in effect on this day)	1st July 2019
Months to be used for your calculations	July to October 2019 (inclusive)
Personal situation of interim agent to be applied to the gross salary (Table 2 below):	<ul style="list-style-type: none"> • Born 25 February 1985 • Single • No dependent children
Length of interim agent contract to be signed:	4 month contract

Table 1 - Scenario

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 should be established, entirely based on the Gross Salary as shown below in Table 2 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 for the Christmas, Easter and holidays allowances
- Any other statutory allowances or deductions (please define separately)

It is further emphasised that the '**Total Cost per month**' shall include **ALL** costs associated with the costs of an Interim Agent, apart from the '**Contractor fee**'.

Please Note that the 'gross salary' actually paid to each interim agent shall conform to the gross salary shown in the table below:

Category	Gross Salary
1	€ 2.502,88
2(a) (b) (c)	
3	
4	
5	

Table 2

This gross salary already includes the yearly 'correction coefficient' applied to each Member State by the European Commission and is derived from the Contract Agent salary scale for 'other servants'. If the 'correction coefficient' changes for Greece (currently 81.8%), the contractor will be informed in writing and the change shall be implemented by the contractor in their calculations of salary payments for the next calendar month.

In case of sickness, annual leave and absences, the payment will be done taking into account the Greek legislation.

The contractor must be clear and precise on the following amounts to be paid and should be able to explain the breakdown of costs at any time during the term of the contract as follows:

- Total invoice cost per month per person to the Contracting Authority
- The 'Contractor's fee' invoiced by the contractor for each agent
- All statutory administrative charges (taxes, social security insurance, unemployment charge, etc.) and allowances, for each category,
- The 'net salary' received by the interim agent (the amount the interim agent is paid to his/her bank account for one month of service).

The lump sum '**Contractor fee**' shall fully take into account the costs of:

- Contractor's benefit;
- Initial recruitment procedure;
- Handling of contract;
- Any other administrative charges.

PLEASE NOTE:

It is expected that the monthly '**Contractor fee**' shall include the costs of recruitment, which are recovered over the period of the initial contract of 4 months. If the Interim Agent's contract is extended, then from the 5th month, the '**Contractor fee**' should fully reflect the lower administrative costs of ongoing management of the existing contract. Please therefore take care to fill in the '**Contractor fee**' **price box for the 5th month**, in the '**Annex III Financial Offer**' form, as this price has a significant weighting in the price formula (see Part 3 Section 3.3.2 PRICE OF THE OFFER)

9. TENDER RESULT AND ESTIMATED CONTRACT VALUES

The financial ceiling available for orders under the framework contract during an overall maximum period of 4 consecutive years is **four million, four hundred thousand Euro (€4.400.000,00)**. This is allocated on the following basis between the two participating Agencies:

- ENISA Agency (Athens): € 4.000.000,00
- Cedefop Agency (Thessaloniki): € 400.000,00

(This amount includes the actual gross salaries as well as the fixed service fees to be paid to the contractor).

(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

While personal data mainly includes professional contact data, specific conditions may apply depending on the context and the type of personal data collected.

Regarding personal data, the EU data protection applicable on the Agency and its Contractors includes the following instruments:

- 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.

Particular attention needs to be paid to transparency conditions that are applicable to the Agency, as they emanate from the following instrument:

- Article 15 of the Treaty of the Functioning of the European Union (TFEU).
- Regulation (EC) No. 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents.

11. MARKING OF SUBMITTED DOCUMENTS

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

12. PRICE

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

13. PRICE REVISION

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

14. COSTS INVOLVED IN PREPARING AND SUBMITTING A TENDER

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

15. PERIOD OF VALIDITY OF THE TENDER

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

16. PROTOCOL ON PRIVILEGES & IMMUNITIES OF THE EUROPEAN UNION

ENISA & Cedefop are 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 each Contract shall be carried out within 60 days of submission of a monthly invoice directly to the requesting Agency. One single payment will be made after receipt and approval of all services provided in the billable month by either ENISA or Cedefop. An invoice must specify the specific items covered, as listed in the order form, together with timesheets of each interim agent, and will be submitted for the approval of the Project Manager in charge of the project for the respective Agency.

18. CONTRACTUAL DETAILS

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

The contract and its annexes draw up the legal, financial, technical and administrative provisions governing the relations between the Contracting Authority 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 contract, renewable annually for an overall maximum of four years.

The Contracting Authority 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 contract annexed to this call for tenders (See draft contract, in Annex IV).

Execution of the Framework contract will be performed via orders.

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 section before committing to submitting an offer.

PART 3 TENDER SPECIFICATIONS

1. INFORMATION ON TENDERING

1.1 CONTRACTUAL CONDITIONS

In drawing up their offer, the tenderer should bear in mind the provisions of the draft contract (Annex IV) 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.

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

1.3 LIABILITY OF MEMBERS OF A GROUP

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

Statements, saying for instance:

- That one of the partners of the joint offer will be responsible¹ 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 IV) can be applied to subcontractors.

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

Tenderers are required to identify all subcontractors.

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

2. STRUCTURE AND CONTENT OF THE TENDER

2.1 GENERAL

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

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.

¹ 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** environment², all tenders must provide information and supporting documentation in three sections:

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

2.3 QUALIFICATION DATA

a) Identification of the Tenderer

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

The following information should also be provided:

(i) Legal Entities

In order to prove their legal capacity and their status, all tenderers and identified subcontractors must provide a Legal Entity Form with its supporting evidence. The Legal Entity Form needs to be signed by participating parties that are not signing the '**Tender Preparation Report**'.

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

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

http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

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

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

(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:

² Please refer to 'ANNEX VIII eSubmission application guide' for specific guidance on the e-Submission platform

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 V (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 II)

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

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

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

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

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

2.4 TENDER DATA

a) Technical proposal

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

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

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

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

b) Financial proposal

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

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 IV). 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 application³.

- In the box labelled '**Total amount exclusive of taxes**' – please add the amount Total P_B from your Financial Offer form.
- In the box labelled '**Total taxes amount**' – please put zero *(if this is not accepted by system then enter 0,01)*
- In the box labelled '**Total amount**' – again simply add the amount Total P_B from your Financial Offer form

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

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

³ 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 successive stages.

The aim of each of these stages is:

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

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

3.1 EXCLUSION CRITERIA

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

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

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

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

Remark:

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

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

Each tenderer (and each member of a consortium) shall declare in the relevant field in Annex VII (Administrative Identification form) whether it is a Small or Medium Size Enterprise (SME) in accordance with Commission Recommendation 2003/361/EC⁴.

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

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

3.2 SELECTION CRITERIA

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

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

3.2.1 PROFESSIONAL INFORMATION

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.

3.2.2 FINANCIAL AND ECONOMIC CAPACITY

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

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

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

- (b) A statement of the average turnover of the last two (2) financial years for which accounts have been closed. The **minimum annual average turnover** of the tenderer shall be **€800.000,00 (eight hundred thousand euro)**:

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

- (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.

⁴ 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>

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

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

- a) Report presenting the company and describing its activities
- b) Extensive experience of the Tenderer and other applicants, including any subcontractors, in the provision of interim agents
- c) Very good working knowledge of English (knowledge of other EU languages would be an advantage)
- d) Experience and credibility of proposed team: concise but informative curricula vitae (CVs) of all professional team members, using the 'Europass CV' template, showing relevant experience in the specific domain of these services for the last 4 years;
- e) Management capability (including, but not limited to, project management in a European context and quality assurance).

3.3 AWARD CRITERIA

3.3.1 QUALITY OF THE OFFER

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

No	Qualitative award criteria		Weighting (max. points)
1.	Understanding of the contract scope and quality of the proposal	<ul style="list-style-type: none"> - Sourcing methods and means to establish a sufficient pool of candidates (e.g. existing pool of candidates, advertisement in newspapers, internet and other means, etc.) - General selection methods for interim agents prior to proposing profiles to ENISA/Cedefop (e.g. assessment of CVs, interviews and tests concerning language and computer skills, etc.); - Tools and methods ensuring that the proposed candidates match the requested profiles and have the required skills, experience and competence for the job 	40
2.	Quality control measures	Demonstrate internal organisation processes to manage the selection procedures	40
3.	Contract management	<ul style="list-style-type: none"> - Method proposed for monitoring performance of the interim staff and processing feedback from ENISA/Cedefop (including management of leaves and absences, time sheets, etc.); and - Proposed monitoring/reporting system for expiring contracts 	20
Total Qualitative Points (QP)			100

Minimum attainment per criterion

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

Minimum attainment overall

Offers scoring less than 60% after the quality award criteria 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 products/services required and is consequently closely related to the technical specifications. The award criteria are thus quantified parameters that the offer should comply with. The **qualitative award criteria** points will be weighted at **60%** in relation to the price.

3.3.2 PRICE OF THE OFFER

The 'Financial Offer form' (Annex III) contains price boxes, which shall be completed with a monetary amount by the tenderer.

Tenderers must provide prices (in Euro) in each blank box. The total bid price 'P_B' is calculated to be the sum of 'Contractors fee' (b) for all five position categories as indicated. Prices quoted should be exclusive of all charges, taxes, dues including value added tax in accordance with Article 3 and 4 of the Protocol on the Privileges and Immunities of the European Union. Such charges may not therefore be included in the calculation of the price quoted.

ENISA and Cedefop, in conformity with the Protocol on the Privileges and Immunities of the European Union, are exempt from all VAT.

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;

For the purposes of evaluation of price, a 'scenario price calculation' will be used in which the prices offered in Annex III, are applied to the price formula as shown below.

$$PP = (P_C / P_B) \times 100$$

where;

PP = Weighted price points

P_C = Cheapest bid price received

P_B = Bid price being evaluated = **CF₁ + CF₂ + CF₃ + CF₄ + (8 x CF₅)**

Please note: If any price box is left blank by the tenderer then the Financial Offer will be considered to be invalid and will be eliminated from further evaluation.

3.3.3 AWARD OF THE CONTRACT

The contract for will be awarded to the offer that is the most cost effective (offers the best value for money) which obtains the highest number of points after the final evaluation, based on the ratio between the **quality criteria (60%) and the price (40%)**. The following formula will be used:

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

where;

QP = Qualitative points

PP = Price points

TWP = Total weighted points score

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

4. TENDER OPENING

The public opening of received tenders will take place on **15th November 2019 at 11:00 EET Eastern European Time (Greek local time)** at ENISA Athens office, 1 Vasilissis Sofias Street, Maroussi 151 24 Attiki, Greece.

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

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

5. OTHER CONDITIONS

5.1 VALIDITY

Period of validity of the Tender: 90 days from the closing date stated in Invitation to Tender. The successful Tenderer must maintain its Offer for a further 120 days from the notification of the award.

5.2 LOTS

This Tender is not divided into Lots.

5.3 ADDITIONAL PROVISIONS

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

5.4 NO OBLIGATION TO AWARD THE CONTRACT

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

6. SPECIFIC INFORMATION

6.1 TIMETABLE

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

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

ENISA F-RED-19-T31

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	7 th October 2019	
Deadline for request of information to ENISA	7 th November 2019	
Last date on which clarifications are issued by ENISA	8 th November 2019	
Deadline for electronic reception of offers via e-Submission	14th November 2019	18:00 CET Central European time
Opening of offers	15 th November 2019	11:00 EET Eastern European (Greek local) Time
Date for evaluation of offers	TBA	TBA
Notification of award to the selected candidate + 10 day standstill period commences	TBA	Estimated
Contract signature	TBA	Estimated