



OPEN CALL FOR TENDERS

Tender Specifications

“Provision of interim support staff services”

ENISA P/30/11/ADM

Part 1 - Introduction

Part 2 - Terms of Reference

Part 3 - Administrative Details

Annex I	Legal Entity Form
Annex II	Financial Identification Form
Annex III	Declaration of Honour for exclusion criteria & absence of conflict of interest
Annex IV	Financial Offer form
Annex V	Draft Service contract
Annex VI	Declaration by Authorised Representative
Annex VII	Consortium Form
Annex VIII	Sub-Contractors Form
Annex IX	Document Checklist

CONTENTS

PART 1 INTRODUCTION.....	4
1. BACKGROUND	4
2. SCOPE	4
3. OBJECTIVES	4
4. TASKS.....	5
5. ORGANISATIONAL FRAMEWORK.....	5
6. ADDITIONAL INFORMATION.....	5
PART 2 TERMS OF REFERENCE.....	6
2.1. GENERAL	6
2.2. SPECIAL CONDITIONS	6
2.3. SPECIFICATIONS RELATING TO DUTIES TO BE PERFORMED	7
2.4. DURATION AND WORKING HOURS	8
2.5. PROCEDURE FOR ISSUE OF ORDERS.....	9
2.6. CONTENT AND PRESENTATION OF THE TECHNICAL OFFER.....	9
2.7. CONTENT AND PRESENTATION OF THE FINANCIAL OFFER.....	10
2.8. ESTIMATED CONTRACT VALUE	11
2.9. PRICE	12
2.10. PRICE REVISION.....	12
2.11. COSTS INVOLVED IN PREPARING AND SUBMITTING A TENDER	12
2.12. PERIOD OF VALIDITY OF THE TENDER	12
2.13. PROTOCOL ON THE PRIVILEGES AND IMMUNITIES OF THE EUROPEAN COMMUNITIES	12
2.14. PAYMENT ARRANGEMENTS.....	13
2.15. CONTRACTUAL DETAILS	13
PART 3 ADMINISTRATIVE DETAILS.....	14
1. FORMAL REQUIREMENTS.....	14
1.1 Address and deadline for submission of the Tender:.....	14
1.2 Presentation of the Offer and Packaging.....	15
1.3 Identification of the Tenderer.....	15
1.4 Participation of consortia.....	17
1.5 Subcontracting	17
1.4 Signatures of the Tender.....	18
1.5 Total fixed price.....	18
1.6 Language.....	18
1.7 Opening of the Tenders	18
2. GROUNDS FOR EXCLUSION OF TENDERERS.....	18
2.1 Reasons for Exclusion	18
2.2 Other reasons for not awarding the Contract.....	19
2.3 Confidentiality and Public Access to Documents.....	19
3. SELECTION CRITERIA	20
3.1 Professional Information	20
3.2 Financial and Economic Capacity	20
3.3 Technical Background.....	20
4. AWARD CRITERIA	21
4.1 Quality of the Offer.....	21
4.2 Price of the Offer.....	22
5. AWARD OF THE CONTRACT	22
6. PAYMENT AND STANDARD CONTRACT	23
7. VALIDITY	23
8. LOTS	23
9. ADDITIONAL PROVISIONS.....	23
10. NO OBLIGATION TO AWARD THE CONTRACT	23
11. DRAFT CONTRACT	23

12. SPECIFIC INFORMATION.....24
12.1 Timetable24

ANNEX I.....25
ANNEX II.....26
ANNEX III.....27
ANNEX IV29
ANNEX V30
ANNEX VI31
ANNEX VII32
ANNEX VIII33
ANNEX IX Document CHECKLIST34

PART 1 INTRODUCTION

1. BACKGROUND

Communication networks and information systems have become an essential factor in economic and social development. Computing and networking are now becoming ubiquitous utilities in the same way as electricity or water supply. The security of communication networks and information systems, in particular their availability, is therefore of increasing concern to society. This stems from the possibility of problems in key information systems, due to system complexity, accidents, mistakes and attacks to the physical infrastructures which deliver services critical to the well-being of European citizens.

For the purpose of ensuring a high and effective level of network and information security within the Community and in order to develop a culture of network and information security for the benefit of the citizens, consumers, enterprises, and public sector organisations within the European Union (EU), thus contributing to the smooth functioning of the Internal Market, a European Network and Information Security Agency (ENISA) was established on 10 March 2004¹.

2. SCOPE

The Agency shall assist the European Commission and EU Member States, 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, including those set out in present and future Community legislation, such as in the Directive 2002/21/EC.

3. OBJECTIVES

The Agency's objectives are as follows:

- The Agency shall enhance the capability of the Community, EU Member States and, as a consequence, the business community to prevent, to address, and to respond to network and information security problems.
- The Agency shall provide assistance and deliver advice to the Commission and EU Member States on issues related to network and information security falling within its competencies as set out in the Regulation.
- Building on national and Community 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, where called upon, in the technical preparatory work for updating and developing Community legislation in the field of network and information security.

¹ Regulation (EC) No 460/2004 of the European Parliament and of the Council of 10 March 2004 establishing the European Network and Information Security Agency. A "European Community agency" is a body set up by the EU to carry out a very specific technical, scientific or management task within the "Community domain" ("first pillar") of the EU. These agencies are not provided for in the Treaties. Instead, each one is set up by an individual piece of legislation that specifies the task of that particular agency.

4. TASKS

In order to ensure the fulfilment of its objectives, the Agency's tasks will mainly be focused on:

- Advising and assisting the Commission and the Member States on network and information security and in their dialogue with industry to address security-related problems in hardware and software products.
- Collecting and analysing data on security incidents in Europe and emerging risks.
- Promoting risk assessment and risk management methods to enhance our capability to deal with network and information security threats.
- Awareness raising and cooperation between different actors in the network and information security field, notably by developing public-private partnerships in this field.

The Agency shall base its operations on carrying out a work programme adopted in accordance to the relevant Articles of the establishing regulation. The work programme does not prevent the Agency from taking up unforeseen activities that follow its scope and objectives and within the given budget limitations.

5. ORGANISATIONAL FRAMEWORK

The bodies of the Agency comprise a Management Board, an Executive Director (and his staff) and a Permanent Stakeholder Group. The Executive Director is responsible for managing the Agency and performs his/her duties independently.

The Management Board is entrusted with the necessary powers to: establish the budget, verify its execution, adopt the appropriate financial rules, establish transparent working procedures for decision making by the Agency, approve the Agency's work programme, adopt its own rules of procedure and the Agency's internal rules of operation, appoint and remove the Executive Director. The Management Board should ensure that the Agency carries out its tasks under conditions which enable it to serve in accordance with the Regulation establishing it.

The Permanent Stakeholders Group is composed of experts representing the relevant stakeholders, such as Information and Communication Technologies industry, consumer groups and academic experts in network and information security. The Permanent Stakeholders Group advises the Executive Director in the performance of his duties under the Regulation, in drawing up a proposal for the Agency's work programme and in ensuring communication with the relevant stakeholders on all issues related to the work programme.

The Executive Director will establish, in consultation with the Permanent Stakeholders Group, ad hoc Working Groups composed of experts. Where established, the ad hoc Working Groups shall address in particular technical and scientific matters.

6. ADDITIONAL INFORMATION

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

For ENISA's legal base please go to the following [link](#).

PART 2 TERMS OF REFERENCE

2.1. GENERAL

ENISA wishes to conclude a Framework Service Contract (hereinafter referred to as “Contract”) for the provision of interim support staff services at its office established in Heraklion.

The temporary employment agency shall be hereinafter referred to as “**Contractor**”. The temporary personnel provided shall be hereinafter referred to as “**Interim staff**”.

The Contractor must apply the Greek social legislation in force with respect to the interim staff, it being understood that supplying such staff to ENISA can under no circumstances result in an employment relationship between the interim staff and ENISA.

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

The Contractor shall supply only interim staff with the required level of training and professional qualifications, and shall take every step and precaution to ensure that only interim staff 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 staff supplied has a sound character reference (or the equivalent for other European Union countries, including a transfer of the criminal records of the interim staff member). A trial period of three (3) days shall apply each time an interim staff member is supplied.

The interim staff supplied by the Contractor shall be subject to the rules and customs in force in ENISA building, particularly as regards health and safety at work.

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

Staff category	Type of position
1	Administrative Assistant
2	Financial Assistant
3	IT Assistant
4	Operational Assistant

ENISA reserves the right to adjust the volume of services in line with its needs. Under no circumstances can a minimum volume of services be required by the Contractor.

2.2. SPECIAL CONDITIONS

Since the services are to be provided in Greece, the interim employment agency may have to obtain approval from the Greek authorities, or the authorities of another Member State, as appropriate. The interim employment agency is expected to operate 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 interim services like in Greece for example with Law 2956/01 arts. 20 – 26, Law 3144/03 art. 5, and Ministerial Decision 30342 / 6-3-02.

It is expected that the successful contractor shall immediately notify in writing the ENISA contact person in case of any change in the law affecting the way the salaries are taxed or calculated and/or any new legal obligations toward the interim service provider or the user of their services (ENISA).

2.3. 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 order.

Category 1: Administrative Assistant profile

- Assisting the Head of Administration Department/HR Section in their daily tasks including;
- Providing secretarial assistance in procedures like recruitments, legal affairs,
- Preparation of physical files
- Taking minutes in administrative meetings
- Registering incoming correspondence of the Agency
- Liaising with staff and externals of the Agency regarding routine procedures
- Assisting in the preparation of staff salaries and administration of other benefits.
- Performing other administrative support tasks as required

Category 2: Financial Assistant profile

- Assisting the Accounting Officer in bookkeeping and end of year tasks
- 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 of the Section
- Assisting the Finance, Procurement and Accounting Section in day to day clerical tasks
- Contacting staff and suppliers of the Agency for official service matters.
- Performing other administrative support tasks as required.

Category 3: IT Assistant profile

- 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

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 any other administrative task of the Unit (e.g. follow up of actions, events, financial status, etc.)

2.4. DURATION AND WORKING HOURS

2.4.1. Duration of placement

Interim staff will be requested by ENISA for periods not exceeding the maximum statutory period mandated by the Greek state for the duration of 'interim' contracts. It is the clear responsibility of the selected contractor to inform ENISA at least one month in advance in regards to this statutory limit.

Placements shall be requested by way of an Order for each new interim staff. ENISA shall endeavour in so far as possible, to provide an estimate of the total duration each time it issues a new Order.

Interim staff will be assigned to ENISA headquarters, for the entire duration of their assignment. Transportation costs, subsistence allowance or any other related costs for interim staff associated with their day to day tasks will not be paid by ENISA. Travel costs may be covered for assignments specifically requested and authorised by ENISA strictly for ENISA linked purposes (e.g. participation in the organisation of a workshop).

2.4.2. Public holidays

An indication of ENISA's public holidays is as follows:

- New Year's Day
- The Day following New Year's Day
- Maundy Thursday
- Good Friday
- Easter Monday
- Labour Day
- Anniversary of the Declaration made by President Robert Schuman in 1950
- Ascension Day
- Whit Monday
- Assumption Day
- Greek Independence Day
- 24, 25, 26, 27, 28, 29, 30, 31 December

These days may vary from year to year

The Contractor is required to remunerate interim staff supplied to ENISA 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.

2.4.3. Working hours

Weekly working time is thirty-seven-and-a-half (37½) hours. The work is performed according to the timetable confirmed by the Legal and Human Resources Section of ENISA. Overtime is only possible if authorised in advance and in writing by the Agency.

2.5. PROCEDURE FOR ISSUE OF ORDERS

Orders to request the service of interim staff or orders concerning new placements will be issued on any given date, in line with needs arising in the various departments of the 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 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. Within four (4) days from dispatch of the order at the latest, the Prospective Contractor must inform ENISA of the list of candidates for the posts, in line with the request.

Thereafter, the Legal and Human Resources Section shall decide whether the candidates proposed are acceptable depending on the profiles required in the Order and confirm to the Contractor. If candidates are not acceptable, the order procedure will be repeated until the order requirements are met or until ENISA withdraws its interest to have a post filled.

The Tenderer is expected to provide ENISA with an overview of its selection procedures for the purpose of selecting personnel and proposing it to ENISA.

2.6. 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 Specifications. An Offer shall include a description of the operational means and procedures to be implemented to perform the Contract, supported where appropriate by related documents.

A Technical Offer shall cover the following aspects:

2.6.1. Selection of appropriate candidates to carry out the interim staff services

Search: the procedure followed to actively look for candidates (recruitment channels such as advertisements in the media, 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).

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

2.6.2. Management of the provision of interim staff

Human resources: the level of training and professional experience of the 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 temporary staff supplied under the Contract.

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

- The Contractor's opening hours (minimum required: every working day from 9.30 to 18.15 hours);
- Communication means;
- The mechanism established to guarantee rapid response (maximum deadline for response: 2 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 staff and the measures taken to ensure equal opportunities between men and women).

2.7. CONTENT AND PRESENTATION OF THE FINANCIAL OFFER

The Financial offer must be drawn up using the **Financial Offer form (see Annex IV)**.

The Financial offer shall include the '**Monthly gross salary**' of the employee and the '**contractor's fee**'. The monthly gross salary should represent one-twelfth of the global annual gross salary and shall include holiday and end-of-year bonuses to pay, where appropriate, by the Contractor to the interim staff supplied to ENISA.

The Contractor must apply the provisions in force concerning the compulsory social benefits, as well as the compulsory social security and tax deductions. Monthly gross salaries should be established for each category, entirely based on the Salary scale for each category as shown below in Table 1 and for a working week of thirty-seven-and-a-half (37.5) hours.

The '*Monthly gross salary*' should include:

- Wages paid to interim staff
- Social security contribution;
- Government taxes;

- The dues payable on the Christmas, Easter and holidays allowances.
- Any other statutory allowances or deductions (please define separately)

Please Note that the 'net salary' actually paid to each interim staff shall conform to the salary scale shown in the table below:

*(the 'Net Salary' is defined as the **final amount paid to the interim staff** after taking into account; social security contributions, governmental taxes, all dues payable on Christmas, Easter and holidays allowances and any other statutory allowances or deductions)*

It is further clarified that the actual Christmas, Easter and holidays allowances will be paid to the interim staff in addition to the 12 monthly net salaries as shown below.

Category	Salary scale
1	€1,703.63
2	€1,927.10
3	€2,002.11
4	€2,265.33

Table 1

Please note that this pay scale may be revised in line with the yearly 'correction coefficient' applied to each Member State by the European Commission for the salary scales of 'other servants'. The contractor will be informed in writing regarding any changes which shall then 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's fee*' shall include:

- Contractor's benefit;
- Recruitment procedures;
- Handling of contracts;
- Any other administrative charge.

The estimated maximum number of interim staff services requested by ENISA corresponds to 20 full-time interim staff.

2.8. ESTIMATED CONTRACT VALUE

The estimated maximum annual contract value without this being binding for ENISA cannot exceed two hundred thousand (**€200,000.00**) Euros¹ annually and eight hundred thousand (**€800,000.00**) Euros over a maximum possible period of 4 years.

¹ Please note that following implementation of the contract with the successful contractor and depending on the further needs of the contracting authority specifically in the field of endeavour the subject of this contract, the maximum amount contracted may be increased by up to 50% - subject to budget availability.

2.9. PRICE

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

2.10. PRICE REVISION

Prices submitted in response to this Tender shall be fixed and not subject to revision for the first year of performance of the Contract. Prices may be revised after one year.

From the beginning of the second year of performance of the Contract, prices may be revised upwards or downwards each year, where such revision is requested by one of the contracting parties by notice served no later than three months before the anniversary of the date on which the Contract became effective. Orders shall be concluded on the basis of the prices in force on the date on which the appointments are made. Such prices shall not be subject to revision.

This revision shall be determined by the trend in the Consumer Price Index (CPI) covering Greece, where the services are to be performed.

Revision shall be calculated in accordance with the following formula:

$$Ar = Ao \frac{Ir}{Io}$$

where

- Ar = revised total amount;
- Ao = total amount in the original tender;
- Io = index for the month in which the validity of the tender expires;
- Ir = index for the month corresponding to the date of receipt of the letter requesting a revision of prices.

2.11. 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.

2.12. PERIOD OF VALIDITY OF THE TENDER

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

2.13. PROTOCOL ON THE PRIVILEGES AND IMMUNITIES OF THE EUROPEAN COMMUNITIES

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

2.14. PAYMENT ARRANGEMENTS

Payments under the Contract shall be carried out subject to prior approval of the Services by ENISA within 30 days after an invoice is submitted to ENISA. An invoice must specify the application period, the number of interim staff, the working time of the interim staff servicing ENISA (in days, or months) and any other relevant and specific requirements as required by ENISA. Invoices shall clearly show a breakdown of actual costs per individual interim staff.

2.15. CONTRACTUAL DETAILS

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

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

The tender will conclude, valid as of the date of signature, with a one-year Framework Service contract, tacitly renewable on a yearly basis for a maximum of four years, not exceeding in any case the legal duration of the Agency, presently 13/09/2013. The services to be provided will be ordered on each occasion via an order form sent to the contractor either by fax or by email.

The Agency reserves the right to end the contract at any time, without any obligation to invoke the reason for it, with one months' notice.

The Tenderer's offer must be drafted taking 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 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 ADMINISTRATIVE DETAILS

FORMAL REQUIREMENTS

1.1 Address and deadline for submission of the Tender:

You are invited to tender for this project and requested to submit your tender no later than **6th February 2012** either by:

- a) **Registered post or express courier**. The postal service's dated stamp or the courier company's printed delivery slip and stamp will constitute proof of compliance with the deadline given above:

or

- b) **Hand-delivery** (direct or through any authorised representative of the Tenderer) by 17.00 hours on **6th February 2012** at the latest to the address shown below (please, be informed that only delivery during working hours 09:00-17:00 hrs, is accepted). In the case of hand-delivery, in order to establish proof of the date of deposit, the depositor will receive from an official at the below-mentioned address, a receipt which will be signed by both parties, dated and time stamped.

Please note that in this case it is the date and time actually received at the ENISA premises that will count.

Please Note: Due to frequent delays encountered with the postal services in Europe, we would ***strongly suggest that you use a courier service***. It is important to avoid delays to the programmed Opening and Evaluation dates as this will in turn delay the contract award, thereby affecting project completion dates.

The offer must be sent to one of the following addresses:

Postal Address		Express Courier & Hand Delivery
European Network and Information Security Agency (ENISA) For the attention of: The Procurement Officer PO Box 1309 71001 Heraklion Greece	or	European Network and Information Security Agency (ENISA) For the attention of Procurement Section Science and Technology Park of Crete (ITE) Vassilika Vouton 700 13 Heraklion Greece

Please note that late despatch will lead to exclusion from the award procedure for this Contract.

1.2 Presentation of the Offer and Packaging

The offer (consisting of one original and two copies) should be enclosed in two envelopes, both of which should be sealed. If self-adhesive envelopes are used, they should be further sealed with adhesive tape, upon which the Tenderer's signature must appear.

The **outer envelope**, in addition to the above-mentioned ENISA address, should be marked as follows:

OPEN CALL FOR TENDER NO. ENISA P/30/11/ADM
“ Provision of interim support staff services ”
NOT TO BE OPENED BY THE MESSENGER/COURIER SERVICE
NOT TO BE OPENED BY THE OPENING COMMITTEE BEFORE 16th FEB 2012
TENDERED BY THE FIRM: <PLEASE INSERT NAME OF THE TENDERER/COMPANY>

The **inner envelope** should also be similarly marked:

OPEN CALL FOR TENDER NO. ENISA P/30/11/ADM
“Provision of interim support staff services”
NOT TO BE OPENED BY THE OPENING COMMITTEE BEFORE 16th FEB 2012
TENDERED BY THE FIRM: <PLEASE INSERT NAME OF THE TENDERER/COMPANY>

1.3 Identification of the Tenderer

Tenderers are required to complete the **Legal Entity Form (Annex I)** which must be signed by a representative of the Tenderer authorised to sign contracts with third parties. There is one form for 'individuals', one for 'private entities' and one for 'public entities'. A standard form is provided for each category - please choose whichever is applicable. In addition to the above, a **Financial Identification Form** must be filled in and signed by an authorised representative of the Tenderer and his/her bank (or a copy of the bank account statement instead of bank's signature). A specimen form is provided in **Annex II**. Finally a **Declaration by Authorised Representative (Annex VI)** must also be completed for internal administrative purposes.

The **Legal Entity Form** must be supported by the following documents relating to each Tenderer in order to show its name, address and official registration number:

a) For private entities:

- A legible copy of the instrument of incorporation or constitution, and a copy of the statutes, if they are contained in a separate instrument, or a copy of the notices of such constitution or incorporation published in the national or other official journal, if the legislation which applies to the Tenderer requires such publication.
- If the instruments mentioned in the above paragraph have been amended, a legible copy of the most recent amendment to the instruments mentioned in the previous indent, including that involving any transfer of the registered office of the legal entity, or a copy of the notice published in the relevant national or other official journal of such amendment, if the legislation which applies to the Tenderer requires such publication.
- If the instruments mentioned in the first paragraph have not been amended since incorporation and the Tenderer's registered office has not been transferred since then, a written confirmation, signed by an authorised representative of the Tenderer, that there has been no such amendment or transfer.
- 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.
- If the above documents do not show the registration number, a proof of registration, as prescribed in their country of establishment, on one of the professional or trade registers or any other official document showing the registration number.
- If the above documents do not show the VAT number, a copy of the VAT registration document, where applicable.

b) For Individuals:

- A legible copy of their identity card or passport.
- Where applicable, a proof of registration, as prescribed in their country of establishment, on one of the professional or trade registers or any other official document showing the registration number.
- If the above documents do not show the VAT number, a copy of the VAT registration document, where applicable.

c) For Public Entities:

- A copy of the resolution decree, law, or decision establishing the entity in question or failing that, any other official document attesting to the establishment of the entity.

All tenderers must provide their Legal Entity Form (Annex I) as well as the evidence mentioned above.

In case of a joint bid, only the co-ordinator must return the Financial Identification form (Annex II).

The Tenderer must be clearly identified, and where the Tender is submitted by an organisation or a company, the following administrative information and documents must be provided:

Full name of organisation/company, copy of legal status, registration number, address, person to contact, person authorised to sign on behalf of the organisation (copy of the official mandate must be produced), telephone number, facsimile number, VAT number, banking details: bank name, account name and number, branch address, sort code, IBAN and SWIFT address of bank: a bank identification form must be filled in and signed by an authorised representative of each Tenderer and his banker.

Tenders must be submitted individually. If two or more applicants submit a joint bid, one must be designated as the lead Contractor and agent responsible.

1.4 Participation of consortia

Consortia, may submit a tender on condition that it complies with the rules of competition. The 'Consortium Form' (Annex VII) must be completed and submitted with your offer.

A consortium may be a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure. Such a grouping (or consortia) must specify the company or person heading the project (the leader) and must also submit a copy of the document authorising this company or person to submit a tender. All members of a consortium (i.e., the leader and all other members) are jointly and severally liable to the Contracting Authority.

In addition, each member of the consortium must provide the required evidence for the exclusion and selection criteria (*Articles 2 and 3 below*). Concerning the selection criteria "technical and professional capacity", the evidence provided by each member of the consortium will be checked to ensure that the consortium as a whole fulfils the criteria.

The participation of an ineligible person will result in the automatic exclusion of that person. In particular, if that ineligible person belongs to a consortium, the whole consortium will be excluded.

1.5 Subcontracting

In well justified cases and subject to approval by ENISA, a contractor may subcontract parts of the services. The 'Sub-contractors Form' (Annex VIII) must be completed and submitted with your offer.

Contractors must state in their offers what parts of the work, if any, they intend to subcontract, and to what extent (% of the total contract value), specifying the names, addresses and legal status of the subcontractors.

The sub-contractor must not sub-contract further.

Sub-contractors must satisfy the eligibility criteria applicable to the award of the contract. If the identity of the intended sub-contractor(s) is already known at the time of submitting the tender, all sub-contractors must provide the required evidence for the exclusion and selection criteria.

If the identity of the sub-contractor is not known at the time of submitting the tender, the tenderer who is awarded the contract will have to seek ENISA's prior written authorisation before entering into a sub-contract.

Where no sub-contractor is given, the work will be assumed to be carried out directly by the bidder.

1.4 Signatures of the Tender

Both the technical and the financial offer must be signed by the Tenderer's authorised representative or representatives (preferably in blue ink).

1.5 Total fixed price

A total fixed price expressed in Euro must be included in the Tender. The contract prices shall be firm and not subject to revision.

1.6 Language

Offers shall be submitted in one of the official languages of the European Union (preferably in English).

1.7 Opening of the Tenders

The public opening of received tenders will take place on **16th February 2012 at 10:00am** at ENISA Building, Science and Technology Park of Crete, GR - 70013 Heraklion, Greece.

A maximum one legal representative per participating tenderer may attend the opening session. Tenderers shall inform the Agency in writing of their intention to attend, at least 48 hours prior to the opening session.

GROUND FOR EXCLUSION OF TENDERERS

2.1 Reasons for Exclusion

Pursuant to Article 29 of Council Directive 92/50/EC relating to Public Service Contracts and to Article 93 of the Financial Regulation, ENISA will exclude Tenderers from participation in the procurement procedure if:

They are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or
Are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

They have been convicted of an offence concerning their professional conduct by a judgement which has the force of res judicata;

They have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;

They have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;

- a. They have been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- b. Following another procurement procedure or grant award procedure financed by the Community budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

Tenderers must certify that they are not in one of the situations listed in sub-article 2.1 (see Annex III: Exclusion criteria and non-conflict of interest form). If the tender is proposed by a consortium this form must be submitted by each partner.

2.2 Other reasons for not awarding the Contract

Contracts may not be awarded to Candidates or Tenderers who, during the procurement procedure:

- a. Are subject to a conflict of interest;
- b. Are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or fail to supply this information;
- c. Any attempt by a Tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or ENISA during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of his offer and may result in administrative penalties.

See last paragraph point 2.1.

2.3 Confidentiality and Public Access to Documents

In the general implementation of its activities and for the processing of tendering procedures in particular, ENISA observes the following EU regulations:

- Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

- Regulation (EC) No. 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data;
- 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.

3. SELECTION CRITERIA

The following criteria will be used to select the Tenderers. If the Tender is proposed by a consortium these criteria must be fulfilled by each partner.

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

3.1 Professional Information

The Tenderer must provide evidence of enrolment (declaration or certificates) in one of the professional or trade registers, in country of establishment.

3.2 Financial and Economic Capacity

Proof of financial and economic standing may be furnished by one or more of the following references:

- a) Annual accounts, balance sheet or extracts from balance sheets for at least the last 2 years for which accounts have been closed, shall be presented where publication of the balance sheet is required under company law of the country in which the economic operator is established;

It is necessary that the extracts from balance sheets be dated, signed and stamped by the authorised representatives of the tenderer.

- b) Statement of the undertaking's overall turnover and its turnover in respect of the services to which the contract relates for the previous two financial years.
- 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 any valid reason, the service provider is unable to provide the references requested by the contracting authority, he may prove his economic and financial standing by any other document which the contracting authority considers appropriate, following a request for clarification before the tender expiry date.

3.3 Technical Background

The proof provided of the relevant background of the Tenderer shall cover the following aspects:

- Report presenting the company and describing its activities

- Extensive experience of the Tenderer and other applicants, including subcontractors, if any, in the provision of interim staff.
- Experience and credibility of proposed team: concise but informative curricula vitae (CVs) of all professional team members, showing relevant experience in the specific domain of these services for the last 3 years.
- Technical knowledge and experience in the relevant area.
- Management capability (including, but not limited to, project management in a European context and quality assurance).

4. AWARD CRITERIA

4.1 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 on the basis of the award criteria.

No	Qualitative award criteria	Weighting (max. points)
1.	Methods proposed to ensure the response to a 'request for services' within specified time limits.	20
2.	Capability to meet the needs of EU institutions and/or bodies in terms of interim staff.	40
3.	Internal organisation to manage the selection procedures	40
Total Qualitative Points (QP)		100

Minimum attainment per criterion

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

Minimum attainment overall

Offers scoring less than 60% after the 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 awards 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.

4.2 Price of the Offer

Tenderers must provide prices (in Euro) in **each blank box** as shown in Annex IV – Financial Offer form – failure to provide a price in each box may lead to exclusion of your offer. The total bid price '**PB**' is calculated to be the sum of 'Contractors fee' (b) for all four 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 Communities. Such charges may not therefore be included in the calculation of the price quoted.

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

The offers exceeding the maximum price set in Part 2 article 2.8 will be excluded. The cheapest offer will receive the maximum points and the rest of the candidate's offers will be awarded points in relation to the best offer as follows

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

Where;

- PP** = Weighted price points
PC = Cheapest bid price received
PB = Bid price being evaluated

5. AWARD OF THE CONTRACT

The contract will be awarded to the offer which is the most cost effective (offers the best value for money) which obtains the highest number of points after the final evaluation on the basis of 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 = Weighted price points
TWP = Total weighted points score

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

6. PAYMENT AND STANDARD CONTRACT

Payments under the Service Contract shall be made in accordance with article I.5 of the Special Conditions and article II.4.3 of the General Conditions (see Annex V)

In drawing up their bid, the Tenderer should take into account the provisions of the standard contract which include the “General terms and conditions applicable to contracts”

7. VALIDITY

Period of validity of the Tender: 90 days from the closing date given above. The successful Tenderer must maintain its Offer for a further 220 days from the notification of the award.

8. LOTS

This Tender is not divided into Lots.

9. ADDITIONAL PROVISIONS

- Changes to tenders will be accepted only if they are received on or before the final date 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 property of ENISA and will be regarded as confidential.

10. NO OBLIGATION TO AWARD THE CONTRACT

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

11. DRAFT CONTRACT

A Framework Service Contract will be proposed to the selected candidate. A draft copy of which is included as Annex V to this tender.

12. SPECIFIC INFORMATION

12.1 Timetable

The timetable for this tender and the resulting contract(s) is as follows:

Title: **“Provision of interim support staff services”**

ENISA P/30/11/ADM

Summary timetable comments

Launch of tender - Contract notice to the Official Journal of the European Union (OJEU)	16 December 2011	Date sent to the OJEU
Deadline for request of information from ENISA	31 January 2012	
Last date on which clarifications are issued by ENISA	02 February 2012	
Deadline for submission of offers	06 February 2012	in case of hand-delivery (17:00 local time. This deadline is fixed for the receipt of the tender in ENISA's premises)
Opening of offers	16 February 2012	At 10:00 Greek time
Date for evaluation of offers	16 February 2012	At 10:30 Greek time
Notification of award to the selected candidate	Late February 2012	Estimated
14 day standstill period & contract signature	Early March 2012	Estimated
Contract signature	As per tender	Estimated
Commencement date of activities	As per tender	Estimated
Completion date of activities	As per tender	Estimated

ANNEX I

Legal Entity Form

The specific form, for either a;

- c) public entity,
- d) private entity or
- e) individual entity,

is available for download in each of the 22 official languages at the following address: http://ec.europa.eu/budget/execution/legal_entities_en.htm

Please download the appropriate form, complete the details requested and include in your tender offer documentation.

ANNEX II

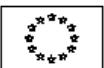
FINANCIAL IDENTIFICATION FORM

- SPECIMEN FOR THE TENDERER -

(to be completed by the Tenderer and his financial institution)

The Tenderer's attention is drawn to the fact that this document is a specimen, and a specific form in each of the 22 official languages is available for download at the following address:

http://ec.europa.eu/budget/execution/ftiers_en.htm

	FINANCIAL IDENTIFICATION
PRIVACY STATEMENT	http://ec.europa.eu/budget/execution/ftiers_fr.htm
ACCOUNT NAME	
ACCOUNT NAME ⁽¹⁾	<input type="text"/>
ADDRESS	<input type="text"/>
TOWN/CITY	<input type="text"/>
COUNTRY	<input type="text"/>
POSTCODE	<input type="text"/>
CONTACT	
TELEPHONE	<input type="text"/>
E - MAIL	<input type="text"/>
FAX	<input type="text"/>
BANK	
BANK NAME	<input type="text"/>
BRANCH ADDRESS	<input type="text"/>
TOWN/CITY	<input type="text"/>
COUNTRY	<input type="text"/>
ACCOUNT NUMBER	<input type="text"/>
IBAN ⁽²⁾	<input type="text"/>
POSTCODE	<input type="text"/>
REMARKS: <input type="text"/>	
BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE (Both Obligatory) ⁽³⁾	DATE + SIGNATURE ACCOUNT HOLDER : (Obligatory)
<input type="text"/>	DATE <input type="text"/>
<p>⁽¹⁾ The name or title under which the account has been opened and not the name of the authorized agent ⁽²⁾ If the IBAN Code (International Bank account number) is applied in the country where your bank is situated ⁽³⁾ It is preferable to attach a copy of recent bank statement, in which event the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-holder is obligatory in all cases.</p>	

ANNEX III

DECLARATION OF HONOUR

WITH RESPECT TO THE

EXCLUSION CRITERIA AND ABSENCE OF CONFLICT OF INTEREST

The undersigned: (Please print name)

in his/her own name (if the economic operator is a natural person)

or

representing (if the economic operator is a legal entity)

Official name of the company/organisation:

.....

Official legal form:

Official address in full:

.....

.....

VAT (Tax) registration number:

.....

Declares that the company or organisation that he/she represents:

- (a) is not bankrupt or being wound up, is not having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) has not been convicted of an offence concerning professional conduct by a judgment which has the force of res judicata;
- (c) has not been guilty of grave professional misconduct proven by any means which the contracting authorities can justify;
- (d) has fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established or with those of the country of the contracting authority or those of the country where the contract is to be performed;

- (e) has not been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- (f) has not been declared to be in serious breach of contract for failure to comply with his contractual obligations subsequent to another procurement procedure or grant award procedure financed by the Community budget.

In addition, the undersigned declares on his honour:

- (g) that on the date of submission of the tender, the company or organisation he represents and the staff proposed for this tender are not subject to a conflict of interests in the context of this invitation to tender; he undertakes to inform the ENISA Agency without delay of any change in this situation which might occur after the date of submission of the tender;
- (h) that the information provided to the ENISA Agency within the context of this invitation to tender is accurate, truthful and complete.

By signing this form, the undersigned acknowledges that they have been acquainted with the administrative and financial penalties described under art 133 and 134 b of the Implementing Rules (Commission Regulation 2342/2002 of 23/12/02), which may be applied if any of the declarations or information provided prove to be false

.....
Full name

.....
Signature

.....
Date

ANNEX IV
FINANCIAL OFFER:
“Provision of interim support staff services”
ENISA P/30/11/ADM

Category	Type of position	NET monthly Salary paid to interim staff	Monthly Gross salary (a)	Contractor's fee (b)	TOTAL (a) + (b) = (c)	Comments
1	Administrative Assistant	€1,703.63	€	€	€	
2	Financial Assistant	€1,927.10	€	€	€	
3	IT Assistant	€2,002.11	€	€	€	
4	Operational Assistant	€2,265.33	€	€	€	
TOTALS			€	€ PB	€	<i>* All prices given should be free of VAT and other taxes or duties.</i>

For an explanation of how to correctly fill out this form, please refer to the Technical Specification, **Part 2: Article 2.7**

Print name: <i>(of the Tenderer or authorised representative)</i>	Signature:	Date:
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ANNEX V

Model Framework Service Contract template

(See attached file)

ANNEX VI

DECLARATION BY THE AUTHORISED REPRESENTATIVE(S):

NAME OF LEGAL REPRESENTATIVE	
<i>I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.</i>	
First name	
Last name	
Title (e.g. Dr, Mr, Mrs)	
Position (e.g. Manager, Director)	
Telephone number	
Fax number	
e-mail address	
Website	
NAME OF 2 nd LEGAL REPRESENTATIVE (if applicable)	
<i>I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.</i>	
First name	
Last name	
Title (e.g. Dr, Mr, Mrs)	
Position (e.g. Manager, Director)	
Telephone number	
Fax number	
e-mail address	
Website	

SIGNATURE: **DATE:**

ANNEX VII

Consortium form

Name of tenderer:

Form of the Consortium: (Please cross the relevant box)

Permanent: Legally established: Specifically for this tender:

	Name(s)	Address
Leader of the Consortium <i>(person authorised to conclude contract)</i>		
Partner 1*		
Partner 2*		

* add additional lines for partners if required. **Note that a subcontractor is not considered to be a partner.**

We confirm, as a partner in the consortium, that all partners are jointly and severally liable by law for the performance of the contract, that the leader is authorised to bind, and receive instructions for and on behalf of, each partner, that the performance of the contract, including payments, is the responsibility of the leader, and that all partners in the consortium are bound to remain in the consortia for the entire period of the contract's performance.

Signature: <i>Leader of consortium</i>	
Date:	
Signature: <i>Partner 1</i>	
Date:	
Signature: <i>Partner 2...etc</i>	
Date:	

ANNEX VIII

Sub-contractors form

	Name(s)	Address
Tenderer (person authorised to sign contract)		
Sub-contractor 1*		
Sub-contractor 2*		

* add additional lines for subcontractors if required.

As subcontractors for this tender, we confirm that we are willing to perform the tasks as specified in the tender documentation.

Signature: <i>Tenderer</i>	
Date:	
Signature: <i>Subcontractor 1</i>	
Date:	
Signature: <i>Subcontractor 2</i>	
Date:	

ANNEX IX Document CHECKLIST

WHAT MUST BE INCLUDED IN THE TENDER SUBMISSION:

PLEASE TICK EACH BOX AND RETURN THIS CHECKLIST

TOGETHER WITH YOUR OFFER

- | | | |
|----|---|--------------------------|
| 1 | Technical Offer | <input type="checkbox"/> |
| 2 | Professional information (see Part 3 – Article 3.1) | <input type="checkbox"/> |
| 3 | Proof of financial and economic capacity (see Part 3 – Article 3.2) | <input type="checkbox"/> |
| 4 | Proof of technical and professional capacity (see Part 3 – Article 3.3) | <input type="checkbox"/> |
| 5 | Legal Entity Form ³ (Annex I) signed and dated | <input type="checkbox"/> |
| 6 | Financial Identification Form ⁴ (Annex II) signed and dated | <input type="checkbox"/> |
| 7 | Declaration on Honour on exclusion criteria (Annex III) signed and dated | <input type="checkbox"/> |
| 8 | Financial Offer (Annex IV) signed and dated | <input type="checkbox"/> |
| 9 | Declaration by Authorised Representative (Annex VI) signed and dated | <input type="checkbox"/> |
| 10 | Consortium form (Annex VII) signed and dated - if applicable | <input type="checkbox"/> |
| 11 | Sub-Contractors form (Annex VIII) signed and dated - if applicable | <input type="checkbox"/> |

**The tenderers' attention is drawn to the fact that any total or partial omission of documentation requested may lead the Contracting Authority to exclude the tender from the rest of the procedure.*

Print name:

Signature:

Date:

(of the Tenderer or authorised representative)

³ If you have provided a Legal Entity form to ENISA within the previous 6 months maximum and no details have changed in the meantime, then you may provide a photocopy of this previous form.

⁴ If you have provided a Financial Identification form to ENISA within the previous 6 months maximum and no details have changed in the meantime, then you may provide a photocopy of this previous form.