



## Clarification: No 1

### “Provision of interim support services”

#### ENISA F-ASD-15-T44

#### Questions & Answers

<b>Q1:</b>	<p>On page 9, Part 2 (Terms of Reference), Chapter 5 (Procedure for Issue of Orders) it is mentioned that: “ Within four (4) days from dispatch of the order at the latest, the prospective Contractor must inform ENISA on the list of candidates for the posts, in line with the request”.</p> <p>On page 9, Part 2 (Terms of Reference), Chapter 7 (Content and Presentation of the Technical Offer), par. 7.2 (Management of the provision of interim agents) it is mentioned that: “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”.</p> <p>Could you please clarify the service delivery times requested by the Contractor?</p>
<b>A1:</b>	<p>The two situations you refer to are different. The first one relates to the ENISA request for candidates information and CVs. The second relates to the actual candidate(s) who have been identified by ENISA as suitable.</p>
<b>Q2:</b>	<p>On page 12, Part 2 (Terms of Reference), Chapter 8 (Content and Presentation of the Financial Offer), it is mentioned that the Contractor’s fee is a lump sum, which should be filled in the corresponding column of Annex IV.</p> <p>My understanding is that this amount will be invoiced to ENISA once off and upfront, as soon as the selected interim agent gets hired by (<i>tenderers name</i>) on behalf of ENISA, including all provisions mentioned (contractor’s benefit, recruitment procedures, handling of contracts, other administrative charges).</p> <p>On the other hand, the total cost per month invoiced to ENISA will include only statutory labour costs (no contractor’s fee is included in monthly invoices), as stipulated by legal framework in force.</p> <p>Is this understanding correct?</p>

<p><b>A2:</b></p>	<p>The lump sum 'contractor's fee' (the breakdown is detailed on page 12 of the tender specification) is an ongoing MONTHLY benefit for the contractor. The contractor remains the employer of the interim agent so the ongoing costs of managing the contract should be well reflected in the 'contractor's fee'.</p> <p>The situation you describe, which is a once only lump sum fee, would only apply if the interim agent would sign an employment contract directly with ENISA, which is NOT the case in this tender and ensuing framework contract.</p>
<p><b>Q3:</b></p>	<p>Regarding the eligibility to participate as a company in the subject's tender, is it necessary the company to operate in the status of a temporary employment agency as defined in the Greek law N.4052/2012?</p>
<p><b>A3:</b></p>	<p>We confirm that any tenderer wishing to submit a bid must provide official documentation which affirms that they are legally able to operate as a temporary employment agency, in accordance with the appropriate laws currently in place in Greece.</p>