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OPEN CALL FOR TENDERS

Tender Specifications

for the

“Provision of interim support services”

ENISA F-ASD-15-T44

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PART 1 INTRODUCTION TO ENISA

1. CONTEXT

1.1 Introduction

ENISA, the European Union Agency for Network and Information Security, is an Agency of the European Union (EU). It was set up to strengthen the capacity of the European Union, its Member States and the business community to prevent, address and respond to network and information security threats.

Computers and other information technology devices, such as smart phones, are now central to how Europe's citizens live their lives. Therefore, protecting digital information and networks is crucial, for society and the European economy.

In order to achieve this goal, ENISA acts as a centre of expertise in network and information security and facilitates cooperation between the public and private sectors. The Agency's mission is to support a high and effective level of Network and Information Security within the EU. Together with the EU-institutions and the Member States, ENISA seeks to develop a culture of Network and Information Security for the benefit of citizens, consumers, business, and public sector organizations in the European Union.

1.2 Scope

The Agency assists the Commission and the EU Member States, and cooperates with the business community in order to help them to meet the requirements of network and information security. This work supports the smooth functioning of the EU's internal market.

1.3 Objectives

The Agency's objectives are as follows:

- Advising and assisting the European Commission and the Member States on information security and in their dialogue with industry to address security 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 the Agency's capability to deal with information security threats.
- Awareness-raising and co-operation between different actors in the information security field, notably developing public and private sector partnerships with industry.

2. ADDITIONAL INFORMATION

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

PART 2 TERMS OF REFERENCE

A. SCOPE OF THIS TENDER

Within the framework of this Open tender procedure, ENISA would like to find a suitably qualified contractor to provide the services as stipulated in the Terms of Reference outlined below.

Subject of the tender	Maximum budget
Provision of interim support services	€2,000,000.00 over the maximum possible period of 4 years
Last date for <u>despatch</u> of offers	7th December 2015
PLEASE NOTE: <i>This tender procedure is limited to tenderers which are legally incorporated in a member state of the European Union or EEA, or which have an incorporated subsidiary in one of the EU member states or EEA. (The Agreement on Government Procurement (GPA) does not apply to EU Regulatory Agencies.)</i>	

1. GENERAL DESCRIPTION OF THE REQUIRED SERVICES

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

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

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

The interim agents supplied by the Contractor shall be subject to the rules and customs in force in the ENISA building, particularly as regards health and safety at work. ***Any contracts signed between ENISA 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	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. SPECIAL CONDITIONS

As 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 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 interim services in Greece.

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).

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.)

4. DURATION AND WORKING HOURS

4.1. Duration of placement

Interim agents will be requested by ENISA 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 at least three months in advance in regards to this statutory limit.

Placements shall be requested by way of an Order for each new interim agent. ENISA shall endeavour in so far as possible, to provide an estimate of the total 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 or to ENISA Heraklion office 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. 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).

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
- 22, 23, 24, 25, 26, 27, 28, 29, 30, 31 December

These days may vary from year to year

The Contractor is required to remunerate interim agents 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.

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 Section of ENISA. Overtime is only possible if authorised in advance and in writing by the Agency.

5. 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 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 despatch. The Prospective Contractor shall confirm acceptance by e-mail or by fax to ENISA. Within four (4) days from despatch 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 Human Resources Section in conjunction with the relevant Unit/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

6. TENDER RESULT AND ESTIMATED CONTRACT VALUE

The contract value without this being binding for ENISA is estimated¹ to be **two million Euros (€2.000.000,00)** over a maximum possible period of 4 years. (This amount includes the costs of the actual services provided as well as the fixed service fees to be paid to the contractor).

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. (See Annex IX for the Documents Check list).

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.

7.1. Selection of appropriate candidates to carry out the interim agents 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).

¹ Please note that depending on budget availability and the further needs of the contracting authority, it reserves the right to increase the maximum amount stated above by up to 50%.

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 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 agent 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 agents and the measures taken to ensure equal opportunities between men and women)

8. CONTENT AND PRESENTATION OF THE FINANCIAL OFFER

The Financial offer must be drawn up using the **Financial Offer form (see Annex IV)**. 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 shall include the **'Total Cost per month' (TC)** of the contractor's employee and the **'contractor's fee'**. 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 2 below when calculating the gross and net salaries:

Scenario to be used for assisting in calculating the ‘Total Cost per month’

(as required in Annex IV – ‘Financial Offer’ form):

Date to be used for your calculations: (i.e. apply all laws in effect on this day)	23rd October 2015
Full month to be used for your calculations	October 2015
Personal situation of interim agent to be applied for each of the 4 salary scales:	<ul style="list-style-type: none"> • Born 25 February 1985 • Single • No dependent children
Length of interim contract to be signed:	12 month contract

Table 2

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 TC 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 forty (40) hours.

The ‘Total Cost per month’ should include:

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

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

Category	Gross Salary scale
1	€1.862,54
2	€1.934,53
3	€2.188,86
4	€2.476,62

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 must be clear 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 ENISA
- The charge 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 for each category (the amount the interim agent is paid to his bank account for one month of service).

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

- Contractor's benefit;
- recruitment procedures;
- Handling of contracts;
- Any other administrative charges.

The estimated maximum number of interim agent services requested by ENISA at any given time generally corresponds to 20 full-time interim agents.

9. 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:

- 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.

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

- 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.

10. 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.

11. 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.

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.

12. 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.

13. 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.

14. PROTOCOL ON 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.

15. 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 agents, the working time of the interim agents 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 agents.

16. 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 the last signature, with a one-year Framework Service contract, tacitly renewable on a yearly basis for a maximum of four years. The services to be provided will be ordered on each occasion via a written request for quotation sent to the contractor either by email or by fax.

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

A Tenderer's offer must be drafted taking fully into account the provisions of the draft Framework Service contract annexed to this call for tenders (See draft contract, in Annex V).

Please note that the general conditions of our standard 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

1. FORMAL REQUIREMENTS

1.1 Address and deadline for submission of the Tender:

You are invited to tender for this project and requested to submit (despatch) your tender no later than **7th December 2015** either by:

a) **Express courier or registered post**. The courier company's printed delivery slip and stamp or the postal service's dated 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 **7th December 2015** 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 Union Agency for Network and Information Security (ENISA) For the attention of the: Procurement Officer PO Box 1309 71001 Heraklion Greece	Or	European Union Agency for Network and Information Security (ENISA) For the attention of the Procurement Officer 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 addressed as follows:

<p>OPEN CALL FOR TENDER NO. ENISA F-ASD-15-T44</p> <p>“ Provision of interim support services ”</p> <p>NOT TO BE OPENED BY THE MESSENGER/COURIER SERVICE</p> <p>NOT TO BE OPENED BY THE OPENING COMMITTEE BEFORE 13th Jan 2016</p> <p>TENDERED BY: < <i>INSERT YOUR COMPANY NAME</i> ></p>

The **inner envelope** should be addressed as follows:

<p>OPEN CALL FOR TENDER NO. ENISA F-ASD-15-T44</p> <p>“ Provision of interim support services ”</p> <p>NOT TO BE OPENED BY THE OPENING COMMITTEE BEFORE 13th Jan 2016</p> <p>TENDERED BY: < <i>INSERT YOUR COMPANY NAME</i> ></p>
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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 their bank (or by producing a recent bank statement which clearly shows the IBAN number).

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 or group of service providers

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.

Tenderers submitting joint bids shall describe how their cooperation will be organised in order to perform the tasks specified in the Technical Specifications or Terms of Reference.

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 selection criteria for economic and financial capacity will be assessed in relation to each economic operator individually. However, economic and financial criteria that shall be achieved above a certain minimum threshold (as specified in the selection criteria mentioned below) will be assessed in relation to the consortium or group of companies as a whole.

1.5 Subcontracting

Any intention to subcontract part of the contract must be clearly stated by the tenderer in their technical offer and by completing Annex VIII 'Subcontractors form'. Tenderers must indicate the maximum percentage of the contract they intend to subcontract and the identity of those subcontractors they intend to work with whose intended share of the contract is above 10% of the total contract amount, and clearly state the nature of their links to those subcontractors.

Offers involving subcontracting will be assessed as follows:

- The exclusion criteria (see article 2.1 below) of all identified subcontractors whose intended share of the contract is above 10% will be assessed. The 'Declaration of Honour with respect to the Exclusion Criteria and Absence of Conflict of Interest' included as Annex III, duly signed and dated, stating that the subcontractor is not in one of the exclusion situations, must be provided by each identified subcontractor.

- Where the tenderer relies on the economic, financial, technical and professional capacity of the identified subcontractor(s) to meet the selection criteria, subcontractors shall be treated as if they were partners in a consortium or a group of companies for the purposes of the evaluation of the selection criteria, and therefore, they shall provide proof of economic, financial, technical and professional capacity as well (see articles 3.1 to 3.3 below).

The sub-contractor must not sub-contract further.

If the identity of the subcontractor 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 subcontractor 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 **13th January 2016 at 10:00am** at ENISA Building, Science and Technology Park of Crete, GR - 70013 Heraklion, Greece.

A maximum of one legal representative per participating tenderer may attend the opening session. Tenderers must inform the Agency in writing of their intention to attend, at least 48 hours prior to the opening session, otherwise they will not be permitted to enter the session.

2. GROUNDS FOR EXCLUSION OF TENDERERS

2.1 Reasons for Exclusion

In line with Articles No.106, 107, 109(1) of the European Parliament and of the Council Regulation No 966/2012 of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002; candidates or tenderers shall be excluded from participation in a 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;
- 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;
- 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 point 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 regulatory instruments:

- 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 the 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) 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 of €400,000.00**. In case of a consortium, the annual average turnover for each of the partners shall be presented. The sum of the annual average turnovers of each partner will be taken into account to reach the annual average turnover of €400,000.00
- c) If tenderers will call on the competences of another entity (for example, a parent company), a written undertaking by the said entity certifying that it will make available to the tenderers the resources required to implement the contract.

If, for 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, but only following a request for clarification before the tender expiry date.

3.3 Technical and professional capacity

- 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) 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, showing relevant experience in the specific domain of these services for the last 3 years;
- e) 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 by contractor to ensure the response to a 'request for services' within specified time limits	30
2.	Capability to meet the needs of EU institutions and/or bodies in terms of interim agents.	40
3.	Internal organisation to manage the selection procedures	30
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 '**P_B**' 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 section 6 will be excluded. The cheapest offer will receive the maximum points and the rest of the candidate's offers will be awarded points in relation to the best offer as follows;

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

Where;

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

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:

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

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 reason, 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.

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.

12. SPECIFIC INFORMATION

12.1 Timetable

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

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

ENISA F-ASD-15-T44

Summary timetable comments

Launch of tender - Contract notice to the Official Journal of the European Union (OJEU)	20th October 2015	
Deadline for request of information from ENISA	1 st December 2015	
Last date on which clarifications are issued by ENISA	3 rd December 2015	
Deadline for submission of offers	7th December 2015	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	13 th January 2016	At 10:00 Greek time
Date for evaluation of offers	mid-late January 2016	At 11:00 Greek time
Notification of award to the selected candidate + 10 day standstill period commences	late January 2016	Estimated
Contract signature	early February 2016	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;

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

is available for download in each of the 23 official languages at the following address:

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

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)

The Tenderer's attention is drawn to the fact that this document is a sample only, and a specific form in each of the 23 official languages is available for download at the following address:

http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm

	
FINANCIAL IDENTIFICATION	
PRIVACY STATEMENT	http://ec.europa.eu/budget/contracts_grants/info_contracts/privacy_statement_en.pdf
ACCOUNT NAME	
ACCOUNT NAME 	<input type="text"/> <input type="text"/>
ADDRESS	<input type="text"/> <input type="text"/>
TOWN/CITY	<input type="text"/>
POSTCODE	<input type="text"/>
COUNTRY	<input type="text"/>
<small>ⓘ The name or title under which the account has been opened and not the name of the account holder</small>	
CONTACT	<input type="text"/>
TELEPHONE	<input type="text"/>
FAX	<input type="text"/>
E-MAIL	<input type="text"/>
BANK	
BANK NAME	<input type="text"/> <input type="text"/>
BRANCH ADDRESS	<input type="text"/> <input type="text"/>
TOWN/CITY	<input type="text"/>
POSTCODE	<input type="text"/>
COUNTRY	<input type="text"/>
ACCOUNT NUMBER	<input type="text"/>
IBAN 	<input type="text"/>
<small>ⓘ If the IBAN Code (International Bank Account Number) is applied in the country where your bank is situated</small>	
REMARKS:	<input type="text"/> <input type="text"/> <input type="text"/>
BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE (Bank obligatory) 	DATE + SIGNATURE OF ACCOUNT HOLDER (Obligatory)

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

ANNEX III

DECLARATION OF HONOUR ON EXCLUSION CRITERIA AND ABSENCE OF CONFLICT OF INTEREST

(Complete or delete the parts in grey italics in parentheses) [Choose options for parts in grey between square brackets]

The undersigned (*insert name of the signatory of this form*):

in [his][her] own name (*for a natural person*)

or

representing the following legal person: (*only if the economic operator is a legal person*)

Full official name:

Official legal form:

Full official address:

VAT registration number:

➤ declares that [*the above-mentioned legal person*][he][she] is not in one of the following situations:

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

b) has been convicted of an offence concerning professional conduct by a judgment of a competent authority of a Member State which has the force of *res judicata*;

c) has been guilty of grave professional misconduct proven by any means which the contracting authorities can justify including by decisions of the European Investment Bank and international organisations;

d) is not in compliance with all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established, with those of the country of the contracting authority and those of the country where the contract is to be performed;

e) has been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity, where such activity is detrimental to the Union's financial interests;

➤ is a subject of an administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in a procurement procedure or failing to supply this information, or having been declared to be in serious breach of its obligations under contracts covered by the Union's budget.

➤ (*Only for legal persons other than Member States and local authorities, otherwise delete*) declares that the natural persons with power of representation, decision-making or control² over the above-mentioned legal entity are not in the situations referred to in b) and e) above;

² This covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares.

➤ declares that *[the above-mentioned legal person][he][she]*:

g) has no conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinity, family, emotional life or any other shared interest;

h) will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;

i) has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to award of the contract;

j) provided accurate, sincere and complete information to the contracting authority within the context of this procurement procedure ;

➤ acknowledges that *[the above-mentioned legal person][he][she]* may be subject to administrative and financial penalties³ if any of the declarations or information provided prove to be false.

In case of award of contract, the following evidence shall be provided upon request and within the time limit set by the contracting authority:

For situations described in (a), (b) and (e), production of a recent extract from the judicial record is required or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. Where the tenderer is a legal person and the national legislation of the country in which the tenderer is established does not allow the provision of such documents for legal persons, the documents should be provided for natural persons, such as the company directors or any person with powers of representation, decision making or control in relation to the tenderer.

For the situation described in point (d) above, recent certificates or letters issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the tenderer is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.

For any of the situations (a), (b), (d) or (e), where any document described in two paragraphs above is not issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

If the tenderer is a legal person, information on the natural persons with power of representation, decision making or control over the legal person shall be provided only upon request by the contracting authority.

.....
Full name

.....
Signature

.....
Date

³ As provided for in Article 109 of the Financial Regulation (EU, Euratom) 966/2012 and Article 145 of the Rules of Application of the Financial Regulation

ANNEX IV
FINANCIAL OFFER
Provision of interim support services
F-ASD-15-T44

Category	Type of position	GROSS monthly salary	Total Cost per month (a)	Contractor's fee (b)	TOTAL (a) + (b) = (c)	Comments
1	Administrative Assistant	€1.862,54	€	€	€	
2	Financial Assistant	€1.934,53	€	€	€	
3	IT Assistant	€2.188,86	€	€	€	
4	Operational Assistant	€2.476,62	€	€	€	
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 Terms of Reference, **Part 2: Section 8**

I the tenderer declare that this Financial Offer form has been completed without leaving any box blank.

Print name:
(of the Tenderer or authorised representative)

Signature:

Date:

ANNEX V

Model Framework Service Contract template

(See attached file)

ANNEX VI

ADMINISTRATIVE IDENTIFICATION AND DECLARATION FORM:

IDENTIFICATION OF THE TENDERER	
Name of Tenderer <i>(in full)</i>	
Legal form of Tenderer <i>(e.g. SA)</i>	
Date and country of registration	
Registration number	
VAT number	
Registered office address	
Administrative address <i>(if different to above)</i>	
Name of contact person	
Position <i>(e.g. Manager)</i>	
Telephone number	
e-mail address	
Website	

DECLARATION BY AUTHORISED REPRESENTATIVE OF TENDERER ⁴	
<i>I, the undersigned, certify that the information given in this tender is correct & that the tender is valid.</i>	
First name	
Last name	
Title <i>(e.g. Mr, Mrs, Dr, Professor.)</i>	
Position <i>(e.g. Director)</i>	
Telephone number	
e-mail address	

SIGNATURE: **DATE:**

⁴ Must be a legally constituted representative of the tendering entity otherwise the tender signature is invalid
 F-ASD-15-T44 Provision of interim support services

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**
- 2 **Professional information** (see Part 3 – Article 3.1)
- 3 **Proof of financial and economic capacity** (see Part 3 – Article 3.2)
- 4 **Proof of technical and professional capacity** (see Part 3 – Article 3.3)
- 5 **Legal Entity Form**⁵ (Annex I) signed and dated
- 6 **Financial Identification Form**⁶ (Annex II) signed and dated
- 7 **Declaration on Honour on exclusion criteria** (Annex III) signed and dated
- 8 **Financial Offer** (Annex IV) signed and dated
- 9 **Administrative ID & Declaration form** (Annex VI) signed and dated
- 10 **Consortium form** (Annex VII) signed and dated - if applicable
- 11 **Sub-Contractors form** (Annex VIII) signed and dated - if applicable

****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)

⁵ If you have provided a Legal Entity form to ENISA within the previous 12 months maximum and no details have changed in the meantime, then you may provide a photocopy of this previous form.

⁶ If you have provided a Financial Identification form to ENISA within the previous 12 months maximum and no details have changed in the meantime, then you may provide a photocopy of this previous form.