



## **OPEN CALL FOR TENDERS**

### ***Tender Specifications***

### **“Provision of Language Courses”**

#### **ENISA P/02/10/ADM**

- LOT 1: Provision of Greek language courses**
- LOT 2: Provision of French language courses**
- LOT 3: Provision of German language courses**

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# PART 1 INTRODUCTION

## 1. BACKGROUND ON ENISA

### 1.1 Introduction

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 2004<sup>1</sup>.

### 1.2 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.

### 1.3 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.

## 2. ADDITIONAL INFORMATION

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

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<sup>1</sup> 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.

## **PART 2 TECHNICAL DESCRIPTION**

### **1. CONTEXT**

The European Network and Information Security Agency is interested in offering a range of language courses in order to enable its staff to acquire proficiency and skills in the following three languages of the EU: Greek, French and German. These courses are organised in accordance with the provisions foreseen in the Staff Regulations of Officials of the European Communities and the Conditions of Employment of Other Servants of the European Communities.

ENISA staff is currently composed of 63 members being temporary agents, contract agents, seconded national experts and trainees; they all originate from various different EU Member States and have various linguistic backgrounds.

### **2. PURPOSE OF THE TENDER**

ENISA wishes to conclude one or more Framework Service Contracts with language schools for the provision of language course services catering to the needs of its own staff members and conditionally members of staff's families residing in Heraklion, Greece. These language courses are intended for adults, therefore the prospective service providers must have the ability to address this specific group of students. It is also necessary to highlight that the prospective service provider must be in the position to deliver language courses using English as the instruction language.

More specifically, ENISA aims at developing general as well as specific language skills of its staff according to the classification of the Council of Europe's Common European Framework of Reference of languages (<http://europass.cedefop.europa.eu/LanguageSelfAssessmentGrid/en>) subdivided into six levels and based on the following four language skills (showing written and oral comprehension and expression):

- Listening
- Reading
- Writing
- Speaking

Regarding the Greek language course, the second objective is to facilitate and support the integration of the staff into the local community at Heraklion.

ENISA invites language schools to apply in order to deliver such services as explained further below in this Call for Tenders..

#### **Required languages**

ENISA requires language courses in: Greek, French and German

Each language (including all levels to be taught) has been designated with a Lot number 1 to 3. Each Lot can be bid for independently and will be concluded with a separate contract. The Tenderer may bid for one, several, or all Lots.

Each language should be taught in a way that addresses the listening, reading, writing and speaking comprehension of the ENISA staff that attend it.

### Language courses levels

Language courses shall be delivered at three discreet levels as presented in the table below:

Required languages and designated levels			
Level	Basic	Intermediate	Advanced
Lot 1 - Greek	✓	✓	✓
Lot 2 - French	✓	✓	✓
Lot 3 - German	✓	✓	✓

Classes for each level will be created provided that there is at least one student entitled to follow language courses of a certain level.

### Place of delivery

The delivery of services must take place in the area of Heraklion, Greece.

In principle, the place of delivery of the services will be the ENISA premises in Heraklion. Under special circumstances it may be decided by the Agency that the delivery of specific courses will take place at the contractor's premises.

If services are to be delivered outside of the ENISA premises:

- Full details of the premises must be provided including the address and a brief description.
- A physical inspection of premises by ENISA may precede the delivery of services.

### Teaching hours

All courses shall be offered as two hour blocks including a fifteen minute break between the first and second hour. The two hour block shall be scheduled between 09:00-17:30 (official working hours of ENISA staff). In exceptional cases, (e.g. language courses arranged at the premises of the contractor) the above mentioned schedules may change. In all cases, any change to the aforementioned time schedule will be subject to:

- 1) approval by ENISA HR section,
- 2) the availability of the teacher,
- 3) the agreement of the contractor.

Periods of teaching shall always take into consideration the smooth continuation of ENISA work activities.

## Number of hours

The envisaged amount of hours taught per language and per level is one 'two hour block' per week for approximately 34 weeks per year. Please see the detailed table under estimated contract value.

Additionally, 1-2 weeks of intensive courses (4-5 hours per week) per each level are also expected to be scheduled as described below.

## Teaching Period

ENISA wishes to be provided with the services over a period not exceeding eight and a half (8.5) months per year, being:

15<sup>th</sup> September – 1<sup>st</sup> December

15<sup>th</sup> January – 15<sup>th</sup> July

with a two (2) week break for each of the Catholic and Greek-Orthodox Easter holiday periods (minimum 2 weeks and maximum 4 weeks in total), which will be determined and announced each year by ENISA.

Additionally, consideration must be given to supplementary courses that the Agency may require as described elsewhere in this Call for Tenders.

## Travel time and costs

Any costs covering:

- Transportation to and from the ENISA premises
- Travel time to and from the ENISA premises

shall not be given separately but shall be included in the total price offer per '2 hour block'.

(Please refer to Annex IV - Financial Offer form.)

## 3. SERVICES TO BE DELIVERED

### 3.1. Teaching of courses

The contractor will be expected:

To design and deliver course modules in the languages indicated in such a way that the above mentioned four skills are properly addressed in view of the Common European Framework of Reference for Languages and evaluated in the final test at the end of the course module.

- To present, before the beginning of each language course, a description of the language course which must be kept accordingly up-to-date. This description should indicate:
  1. the exact objectives of the language course (in terms of skills to be acquired) and the subjects introduced;
  2. the course program;
  3. the learning methods and materials used;
  4. the method for evaluating students.

- To use teaching methods that are suited to the students' profiles that encourage their active participation and that are based on the most modern technical aids. Content and examples should reflect the working and living reality of the Agency's staff. New teaching projects suited to the language requirements of ENISA can be developed and proposed by the contractor and approved by the Human Resources section of ENISA.
- To organise entry tests for staff applying for language training with the aim to assign them to the appropriate level. The entry tests should take as a reference the Common Reference Levels. The tests should assess all four language skills: listening, reading, speaking, and writing. The results of these tests shall be communicated within five working days to ENISA HR section. Based on the results of the entry tests the contractor in consultation with ENISA HR will be expected to divide the registered participants into groups corresponding to each level.
- To organise final tests at the end of each course module for participants who satisfy the minimum attendance requirements to assess their level and the progress made or the achievements of each participant. These tests should also take as a reference the Common Reference Levels and should assess all four language skills: listening, reading, speaking, and writing. The results of these tests shall be communicated within ten working days to ENISA HR section. Certificates should be issued following communication of the final test results to those who succeeded. Participants who don't succeed will have to follow the same course module in the following year.
- To monitor the participants' activities appropriately by carrying out the following tasks:
  1. recording the presence or absence of each student;
  2. reporting weekly to the ENISA HR the presence and absences for each class
  3. executing written and oral placement tests to determine the students' level;
  4. further mid-term tests to monitor progress.
  5. Produce reports at the request of the Agency or on its own initiative. These reports will be produced at the expense of the contractor and will be communicated to ENISA HR. These reports should mainly focus on:
    - a. the services delivered
    - b. the progress made by the participants
    - c. Problems faced during the courses
    - d. Inability of certain participants to follow the pace and level of class
    - e. Lack of cooperation of participants related to assigned homework or attendance at the class
- More specifically, the contractor should prepare the attendance lists for each course and the teacher of each course shall be responsible for monitoring course attendance by asking participants to sign attendance sheets and by forwarding this information to ENISA HR section on a weekly basis. In the event of high rate of absenteeism, ENISA shall be informed immediately.
- To process all personal data for the sole purpose of performing the framework contract as detailed in these Terms of Reference, observing conditions laid down in Regulation (EC) No 45/2001.

- To assist, where possible, students who wish to take internationally recognized language certificates.
- Administrative tasks requested to be performed by the contractor such as preparation of presence lists, tests, progress reports etc should not be charged separately but to be included in the final price of the course.

The content of language courses shall focus on the following:

**Lot 1: Greek language course:**

*Required levels – Basic, Intermediate and Advanced*

The successful Tenderer shall provide language courses in Greek as a second language. The required levels are: basic, intermediate and advanced. Greek languages courses have been offered to ENISA staff members since 2006. As a consequence, some staff members have already developed skills in Greek through the courses as well as through other channels. On the other hand, newcomers or staff members that will be recruited in the future will need to follow courses addressed to beginners. Through these courses ENISA wishes to support the smooth interaction of its staff members with their Greek speaking environment and facilitate their daily life. Exceptionally, the courses of Greek at all levels are open to the spouses and partners of ENISA staff members.

The scope of these courses is to address the needs of a professional group of students that seek to break the language barrier and better interact in the local society in a Greek-speaking environment. Steering the course towards everyday situations could be considered as a general orientation, however other directions can be proposed as well.

**Lot 2: French language course:**

*Required levels – Basic, Intermediate and Advanced*

The successful Tenderer shall provide language courses in French. The required levels are: basic, intermediate and advanced. ENISA has offered French language courses to its staff members since 2006. Several staff members speak French at varying levels. ENISA wishes to support the professional use of French by its staff as the use of this language will help them to interact in their professional environment and better perform their tasks as:

- 1) French is one of the commonly used working languages of the EU,
- 2) French is very often used by the European Commission with which ENISA cooperates on a daily basis.

The scope of the French language courses is to address the needs of a professional group of students that seek to pick up the basics or improve on an already stable basis of French. Steering the course towards business or professional French could be considered as a general orientation, however other directions can be proposed as well.



### **Lot 3: German language course:**

#### *Required levels – Basic, Intermediate and Advanced*

The successful Tenderer shall provide language courses in German. The required levels are: basic, intermediate and advanced. ENISA has offered German language courses to its staff members since 2006. Several staff members speak German at varying levels. ENISA wishes to support the professional use of German by its staff as the use of this language will help them to interact in their professional environment and better perform their tasks as German is one of the commonly used working languages of the EU.

The scope of the German language courses is to address the needs of a professional group of students that seek to pick up the basics or improve on an already stable basis of German. Steering the course towards business or professional German could be considered as a general orientation, however other directions can be proposed as well. In spite of the above, in the past the German courses only had limited attendance, a fact that the prospective service provider may wish to take into account in order to better encourage attendance.

### **3.2. Teaching aids**

The preparation of teaching aids and materials (such as photocopies of course components, photocopies of extracts of newspapers, reviews or magazines, various publications, audio/video cassettes, CDs, Internet sites etc.) is the responsibility of the contractor and their cost should be reflected in the final price of the Tender. The teaching aids and materials must be updated on a regular basis after proposal of the contractor and approval of the HR.

Course handbooks and exercise books available on the market and needed for a language course will be ordered and paid for by ENISA. All books related to the languages courses will be proposed by the contractor and approved by the ENISA HR. The contractor will have to provide to the HR unit a list with all the books needed for each school year at least two months before the beginning of the courses following the results of the entry or final tests.

The Contractor is expected to observe in full Intellectual Property Rights legislation. In the unlikely event of an Intellectual Property Rights breach, the Contractor will be required to indemnify ENISA in full and undertake to provide compensation in the event of any action, claim or proceeding brought against ENISA by a third party due to the fact that the Contractor has infringed Intellectual Property Rights in performance of the Service Contract, in particular in the use of teaching materials and aids in any form whatsoever.

### **3.3. Quality control and reports**

The Contractor shall propose and ENISA will validate the method to monitor the quality of the language courses. This could be for example feedback questionnaires, statistics on student achievements and follow-up on evaluation results.

Every three months the Contractor shall submit a written report to the Human Resources Section of ENISA. This report should describe the services provided during the period and the quality control. These reports should be produced entirely at the expense of the Contractor.

### 3.4 Types of courses and their frequency

The Agency plans to organise on an annual basis the following type of courses.

- a) Regular weekly courses: These courses will take place once per week (per level) per '2 hour block provided that there is one student per level during the designated period of approximately 34 weeks per year, for a total of 68 hours.
  
- b) Intensive and Semi Intensive language courses: These courses are for ENISA staff wishing to acquire language skills in an intensive way over a shorter period of time. These courses take place over one or two weeks (depending on the needs of each class) per year (3,5 hours per day) for a total of 17,5 hours per week for maximum 15 participants. The exact week where the intensive or semi intensive courses will take place will be set by ENISA HR.

Types of intensive or semi intensive courses:

1. In the context of the regular weekly courses, one or two weeks of intensive courses will be organised the second week of January and or June. These courses will mostly address the specific needs of each class.
2. Courses addressed to newcomers who join the Agency in the middle of a school year and need intensive courses in order to reach the level of the group that they will join.

## 4. PROCEDURE FOR PERFORMING THE SERVICE CONTRACT

### 4.1. Planning

The successful Contractor will work in close cooperation with the Human Resources Section of the Agency. Language courses will be announced so that courses can be planned. The Human Resources Section will send an Order form (annexed to the draft Framework contract) duly signed by ENISA HR to the selected provider, requesting the provision for the language courses and specifying the number of participants and the type of language courses. Services will be provided following a submission to the contractor a specific Order form by ENISA HR.

### 4.2. Service Continuity

As far as possible, the same language teacher should teach throughout the period covered by the Order. If a language teacher is unable to perform his or her duties, the Human Resources Section shall be informed without any delay and the language teacher will be replaced by the contractor with another language teacher of equivalent level and experience.

ENISA HR approves all language teachers on the basis of the qualifications described in their curriculum vitae and on the basis of face-to-face interviews as appropriate.

### 4.3. Confidentiality

ENISA requires the language teachers the highest confidentiality as regards privileged information they might become aware during their work.

All information and documents relating to performance of the Contract should be seen as confidential and not be divulged to third parties not even after completion of the tasks.

Any breach of confidentiality could result in ENISA terminating the Service Contract and an action being taken against individuals and/or the Contractor involved.

#### **4.4. Number of participants**

The maximum number of students in each course shall not exceed 15 students and the minimum number shall be one student.

#### **4.5. Cancellation of language courses**

ENISA reserves the right to cancel any course giving a prior notice of two (2) working days before the beginning of the course, by fax or email sent to the Contractor. The cancelled courses shall be rescheduled on a convenient time for both the Contractor and the participants. If for whatever reason a particular course does not attract sufficient attendance during the educational year, ENISA may decide to discontinue that specific course.

#### **4.6. Other conditions and requirements**

The contractor shall be required to propose a teacher/trainer and provide an updated CV for each individual service request; ENISA approval will be based on the assessment of the CV, supplemented by an interview; ENISA retains the right to reject proposed teachers, at which point the contractor will be asked to propose another trainer/teacher possessing the required characteristics within five working days.

ENISA reserves the right to require the replacement without notice of any teacher/trainer who does not satisfy the teaching requirements as well as the general requirement concerning discretion.

As far as possible, the contractor will be required to provide the services using the same teachers throughout the service covered by a given order. If a teacher is absent due an unforeseen event or is unable to continue to perform his/her duties, the contractor must immediately inform ENISA HR section and undertake to replace the teacher with another approved teacher of an equivalent level and experience as quickly as possible.

The successful bidder should have sufficient flexibility to cancel and or add courses and timeslots if so decided by ENISA. Courses for the same language and level may be requested to take place in parallel and at the same time. All course breaks, related to public holidays and as well as to seasonal breaks will be agreed between ENISA and the contractor

ENISA will expect the contractor to present an efficient and appropriate course management system, including the ability to communicate in English on organisational matters.

Tenderers should preferably have a certified quality control system in place such as ISO 9000 or equivalent.

Proposed language teachers should preferably have mother tongue proficiency for the taught language, be properly qualified and if possible have proven teaching experience in a multicultural context and/or for an international adult audience.

The common language of ENISA staff members is English and the teachers should be able to teach in this language.

## 5. ESTIMATED CONTRACT VALUE

The estimated maximum annual contract value for each LOT without this being binding for ENISA cannot exceed eighteen thousand five hundred and forty (18,540.00) Euros annually and seventy four thousand one hundred and sixty (74,160.00) Euros over a maximum possible period of four (4) years.

The details for each LOT are shown in the table below:

<b>Regular weekly courses</b>					
	<b>Basic</b> (hours per year)	<b>Intermediate</b> (hours per year)	<b>Advanced</b> (hours per year)	Indicative Maximum Price per hour	Total Indicative Maximum Price per year
Lot 1 - Greek	68	68	68	€60,00	€12.240,00
Lot 2 - French	68	68	68	€60,00	€12.240,00
Lot 3 - German	68	68	68	€60,00	€12.240,00
<b>Totals</b>	<b>204</b>	<b>204</b>	<b>204</b>		<b>€36.720,00</b>

<b>Intensive and Semi Intensive language courses</b>					
	<b>Basic</b> (hours per year)	<b>Intermediate</b> (hours per year)	<b>Advanced</b> (hours per year)	Indicative Maximum Price per hour	Total Indicative Maximum Price
Lot 1 - Greek	35	35	35	€60,00	€6.300,00
Lot 2 - French	35	35	35	€60,00	€6.300,00
Lot 3 - German	35	35	35	€60,00	€6.300,00
<b>Totals</b>	<b>105</b>	<b>105</b>	<b>105</b>		<b>€18.900,00</b>

<b>SUMMARY</b>				
<b>Indicative Maximum Contract values per LOT</b>				
	Regular weekly courses	Intensive and Semi Intensive language courses	Annual Grand Total (per Lot)	Total over maximum 4 year framework contract (subject to yearly renewal)
Lot 1 - Greek	€12.240,00	€6.300,00	€18.540,00	€74.160,00
Lot 2 - French	€12.240,00	€6.300,00	€18.540,00	€74.160,00
Lot 3 - German	€12.240,00	€6.300,00	€18.540,00	€74.160,00

## **6. PRICE**

Prices submitted in response to this tender must be inclusive of all costs involved in the performance of the contract. Only language courses agreed under each programme can be carried out. Prices shall be submitted only in Euro excluding VAT. The Financial Offer form (Annex IV) attached to these specifications must be used to submit a tender.

## **7. PRICE REVISION**

Prices submitted in response to this tender shall be fixed and not subject to revision during the first year of performance of the contract. Prices may be revised after one year in accordance with the general terms and conditions applicable by ENISA to its service contracts.

## **8. 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.

## **9. PERIOD OF VALIDITY OF THE TENDER**

Tenderers must confirm in writing that the prices given are valid for (6) six months from the date of submission of the tender.

## **10. CONTRACTUAL DETAILS**

The general terms and conditions applied to each contract by ENISA can be found at the following link: [http://www.enisa.europa.eu/about-enisa/procurement/procurement-links/procurement\\_gen\\_terms\\_conditions.pdf](http://www.enisa.europa.eu/about-enisa/procurement/procurement-links/procurement_gen_terms_conditions.pdf)

A Framework Service Contract for each Lot will be signed initially for a period of one year with the possibility to be tacitly renewed for a further three periods of one year each for a maximum possible period of four years.

Specific purchase orders will be issued by ENISA for each language course

## **11. PAYMENT ARRANGEMENTS**

Purchase orders will be issued for each individual type of course or batches thereof, as appropriate, up to a limit of seventy four thousand one hundred and sixty Euro (€74,160) per year and two hundred and twenty two thousand four hundred and eighty Euro (€222,480) for the maximum possible period of 4 years, as appropriate.

Invoices can be submitted for services rendered on a monthly or quarterly basis, which will be decided by mutual agreement at the time of contract signature.

Payments under the Framework Service Contract shall be executed 30 days after the submission of a conforming invoice providing the contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted, including the provision of specified deliverables.

## 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 your tender no later than **16 April 2010** either by:

- a) **Registered post or express courier**. In this case the post office stamp/or courier company 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 **16 April 2010** 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.

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 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 delivery 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:

<p>OPEN CALL FOR TENDER NO.    <b>ENISA P/02/10/ADM</b></p> <p><b>“Provision of Language Courses”</b></p> <p>NOT TO BE OPENED BY THE MESSENGER/COURIER SERVICE</p> <p>NOT TO BE OPENED BY THE OPENING COMMITTEE BEFORE <b>27<sup>th</sup> April 2009</b> TENDERED BY THE FIRM: &lt;PLEASE INSERT NAME OF THE TENDERER/COMPANY&gt;</p>
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The **inner envelope** should also be similarly marked:

<p>OPEN CALL FOR TENDER NO.    <b>ENISA P/02/10/ADM</b></p> <p><b>“ Provision of Language Courses ”</b></p> <p>NOT TO BE OPENED BY THE OPENING COMMITTEE BEFORE <b>27<sup>th</sup> April 2009</b> TENDERED BY THE FIRM: &lt;PLEASE INSERT NAME OF THE TENDERER/COMPANY&gt;</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, a company the following administrative information and documents must be provided (see administrative identification form attached as Annex I:

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 opening of received tenders will take place on **27<sup>th</sup> April 2010 at 10:00** at ENISA Building, Science and Technology Park of Crete, GR - 70013 Heraklion, Greece.

## **2. GROUNDS 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:

- Annual accounts, balance sheet or extracts there from where publication of the balance sheet is required under company law in the country of establishment;
- Statement of the undertaking's overall turnover and its turnover in respect of the services to which the contract relates for the previous three financial years.

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.

### 3.3 Technical Background

A curriculum vita of the Tenderer must be included, in which the Tenderer shall make statements about:

- Their relevant expertise in the teaching of languages.
- Their knowledge and experience with teaching to foreigners.

## 4. AWARD CRITERIA

The following award criteria apply to LOTS 1, 2 and 3 identically:

### 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.	<b>Presentation</b>	Completeness and clarity in the presentation of the proposed language courses	30
2.	<b>Teaching personnel</b>	Professional background of language teachers – (curriculum vitae, formal qualifications & other proof)	40
3.	<b>Methodology</b>	Teaching methodology, quality control and reporting ( <i>Part 2 Art. 3.3</i> )	30
<b>Total Qualitative Points (QP)</b>			<b>100</b>

### Minimum attainment per criterion

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

### Minimum attainment overall

Offers scoring less than 60% after the 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 **70%** in relation to the price.

## 4.2 Price of the Offer

Tenders must state a total fixed price in Euro. 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 5 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 (70%) and the price (30%)**. The following formula will be used:

$$\text{TWP} = (\text{QP} \times 0.7) + (\text{PP} \times 0.3)$$

Where;

**QP** = Qualitative points

**PP** = Weighted price points

**TWP** = Total weighted points score

## 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 divided into three Lots:

LOT 1: Provision of Greek language courses

LOT 2: Provision of French language courses

LOT 3: Provision of German language courses

## 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 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 Language courses”**

**ENISA P/02/10/ADM**

#### Summary timetable comments

Launch of tender - Contract notice to the Official Journal of the European Union (OJEU)	<b>26 February 2010</b>	
Deadline for request of information from ENISA	<b>10 April 2010</b>	
Last date on which clarifications are issued by ENISA	<b>12 April 2010</b>	
Deadline for submission of offers	<b>16 April 2010</b>	in case of hand-delivery (05:00 pm local time. This deadline is fixed for the receipt of the tender in ENISA's premises)
Opening of offers	<b>27 April 2010</b>	At 10:00 Greek time
Date for evaluation of offers	<b>27 April 2010</b>	At 11:00 Greek time
Notification of award to the selected candidate	Mid May 2010	Estimated
Contract signature	Late May 2010	Estimated
Commencement date of activities	TBA	Estimated
Completion date of activities	TBA	Estimated

## 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. Legal Entity Form<sup>2</sup> (*Annex I*) dated and signed
3. Financial Identification Form<sup>3</sup> (*Annex II*) dated and signed
4. Declaration on Honour on exclusion criteria (*Annex III*) dated and signed
5. Financial Offer (*Annex IV*) dated and signed
6. Supporting documentation showing previous related experience  
as well as financial information and proof of registration
7. Declaration by Authorised Representative (*Annex VI*) dated and signed
8. Consortium form (*Annex VII*) dated and signed - if applicable
9. Sub-Contractors form (*Annex VIII*) dated and signed – 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.***

<sup>2</sup> 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.

<sup>3</sup> 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.



# 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](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

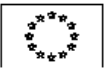
### **FINANCIAL IDENTIFICATION FORM**

**- 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](http://ec.europa.eu/budget/execution/ftiers_en.htm)

	<b>FINANCIAL IDENTIFICATION</b>
PRIVACY STATEMENT	<a href="http://ec.europa.eu/budget/execution/ftiers_fr.htm">http://ec.europa.eu/budget/execution/ftiers_fr.htm</a>
<b>ACCOUNT NAME</b>	
ACCOUNT NAME <sup>(1)</sup>	<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"/>
<b>CONTACT</b>	
CONTACT	<input type="text"/>
TELEPHONE	<input type="text"/>
FAX	<input type="text"/>
E - MAIL	<input type="text"/>
<b>BANK</b>	
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 <sup>(2)</sup>	<input type="text"/>
REMARKS:	<input type="text"/>
<b>BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE</b> (Both Obligatory) <sup>(3)</sup>	<b>DATE + SIGNATURE ACCOUNT HOLDER :</b> (Obligatory)
<input type="text"/>	DATE <input type="text"/>
<p><sup>(1)</sup> The name or title under which the account has been opened and not the name of the authorized agent <sup>(2)</sup> If the IBAN Code (International Bank account number) is applied in the country where your bank is situated <sup>(3)</sup> 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 LANGUAGE COURSES - ENISA P/02/10/ADM

REGULAR WEEKLY COURSES				
LOT	Language course offered	YOUR PRICE OFFER	Number of hours	TOTAL COST
		per hour	per educational year	
LOT 1	GREEK - Beginner	€	68	€
	GREEK - Intermediate	€	68	€
	GREEK - Advanced	€	68	€
LOT 2	FRENCH - Beginner	€	68	€
	FRENCH - Intermediate	€	68	€
	FRENCH - Advanced	€	68	€
LOT 3	GERMAN - Beginner	€	68	€
	GERMAN - Intermediate	€	68	€
	GERMAN - Advanced	€	68	€

INTENSIVE / SEMI INTENSIVE LANGUAGE COURSES				
LOT	Language course offered	YOUR PRICE OFFER	Number of hours	TOTAL COST
		per hour	per educational year	
LOT 1	GREEK - Beginner	€	35	€
	GREEK - Intermediate	€	35	€
	GREEK - Advanced	€	35	€
LOT 2	FRENCH - Beginner	€	35	€
	FRENCH - Intermediate	€	35	€
	FRENCH - Advanced	€	35	€
LOT 3	GERMAN - Beginner	€	35	€
	GERMAN - Intermediate	€	35	€
	GERMAN - Advanced	€	35	€

Print name:	Signature:	Date:
<i>(of the tender or its authorised representative)</i>		

# **ANNEX V**

## **Model 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 <sup>nd</sup> LEGAL REPRESENTATIVE <i>(if applicable)</i>	
<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
<b>Leader of the Consortium</b> <i>(person authorised to conclude contract)</i>		
<b>Partner 1*</b>		
<b>Partner 2*</b>		

\* 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.

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



## ANNEX VIII – Sub-contractors form

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

\* 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.

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