

Technical Specifications
attached to the Invitation to Tender No.
07/2015/OP/EITPROC
for the
Provision of interim staff services for the
European Institute of Innovation and Technology

The EIT – Making Innovation Happen

European Institute of Innovation and Technology (EIT)
Budapest | 30/12/2015

www.eit.europa.eu



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1. BACKGROUND INFORMATION

1.1. Introduction

The European Institute of Innovation and Technology (hereafter referred to as **'the EIT'**) is an EU Institute based in Budapest, Hungary. The Institute was established by the Regulation (EC) No 294/2008 of 11 March 2008 - amended by Regulation (EC) No 1292/2013 of 11 December 2013 - of the European Parliament and of the Council.

The objective of the EIT is to grow and capitalize on the innovation capacity and capability of actors from higher education, research, business and entrepreneurship from the EU and beyond through the creation of highly integrated Knowledge and Innovation Communities (KICs).

Further information on the EIT's activities is available on its website, at the address www.eit.europa.eu
The EIT is a multi-cultural, multi-lingual body of the European Union.

Staff members employed by the EIT are subject to the Staff Regulations of Officials of the European Communities and the Conditions of Employment of Other Servants of the European Communities (Council Regulation Nr. 259/68 of 29 February 1968, amended by the Council Regulation Nr. 1023/2013 of the 22 October 2013). EIT staff members are not subject to national employment law, nor are they members of national health and social security schemes.

The staff working at the Institute originates from the Member States of the European Union. The number of staff will be 52 by the end of 2015 and it is estimated to grow up to approximately 70 by 2018.

1.2 General objective and context of the technical specifications

The EIT wishes to conclude Framework Service Contracts (hereinafter referred to as "Framework Contract" or "Contract") for the provision of interim staff services at its premises located in Budapest, Hungary.

The temporary employment agency shall be hereinafter referred to as "Contractor". The interim personnel provided shall be hereinafter referred to as "interim staff"

The overall objective of the Contract is to provide the EIT with the necessary interim personnel in a timely fashion and in line with the job profiles requested hereafter.

Therefore, the EIT will conclude Framework Contracts in cascade with the three best ranked tenderers, in accordance with the requirements described in these tender specifications and in the draft Framework Contract attached.

1.3 Concrete objective(s)

The objective of the procurement procedure is the provision of interim personnel, as a complement to the EIT's statutory staff, in the case of the following enlisted circumstances:

- to replace staff member(s) in the event of maternity leave, long-term illness, parental or family leave, other short or long-term absences;
- to cope with peak periods of heavy workload, which require an additional workforce for a fixed period of time;
- to carry out, on a temporary basis, specific projects and/or tasks which require specific competencies which are not available within the EIT.

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

2. DESCRIPTION OF SERVICES

2.1 PROFILE REQUIREMENTS

The EIT might request interim staff in a variety of activities within the following four categories/levels¹:

Interim staff category	Level
I.	Technical support
II.	Administrative Assistant
III.	Assistant
IV.	Administrator

The EIT 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.

The variety of activities for which the EIT might request the services of interim personnel in the context of this Contract may include the following staff categories (indicative):

¹ With reference to the Article 3 Paragraph 1 (f) of Directive 2008/104/EC of the European Parliament and of the Council of 19 November 2008 on temporary agency work – See Article 4.

Category I: Technical support level

Profiles	Minimum education requirements
<ul style="list-style-type: none"> - Receptionist; - Driver; - Other facility maintenance tasks 	Completed compulsory secondary education and appropriate relevant professional experience of at least one year as per each profile.

Category II: Administrative assistant level

Support in the areas of:	Minimum education requirements
<ul style="list-style-type: none"> - Organisation of meetings and events; - Office management support (clerical and secretarial support); - Document management, filing and archiving; - Data input; - IT, web and logistics technical support 	Secondary education attested by a diploma giving access to post-secondary education and appropriate relevant professional experience of at least one year.

Category III: Assistant level

Support in the areas of:	Minimum education requirements
<ul style="list-style-type: none"> - IT helpdesk and/or Web; - Human Resources; - Finance and Procurement; - Communication; - Administration 	Post-secondary education attested by a diploma OR; Secondary education attested by a diploma giving access to post-secondary education and appropriate relevant professional experience of at least two years.

Category IV: Administrator level

Organisation and coordination in the areas of:	Minimum education requirements
<ul style="list-style-type: none"> - Project Management; - IT programming system administration; - Human Resources; - Finance and Procurement; - Legal and regulatory affairs; - Communications; - Administration 	Completed university studies of at least three years attested by a diploma and appropriate relevant professional experience of at least one year.

The categories non-exhaustively listed above are providing for generic descriptions. The profiles and skills required will be described in detail in each specific request under the Framework Contract.

Additional profiles within the categories may be requested if the EIT considers it necessary during the implementation of the Framework Contract and its relevant order forms.

The working language used at the EIT is English. The interim personnel will thus be requested to have, in addition to the minimum requirements, a very good command of English (B2-C1 level based on the Common European Framework of Reference Languages). For specific activities, the knowledge of other EU languages might also be required.

Concerning category II to IV, computer literacy and in particular a good knowledge of MS Outlook, MS Office and Internet are requested. Interim staff shall have excellent interpersonal and communication skills and ability to work in a multilingual and multicultural environment. Familiarity with the European Union and EU procedures will be an asset.

2.2 APPLICABLE LEGISLATION

In accordance with Article I.12 of the Framework Contract, the implementation of the Contract shall be governed by Union law, complemented, where necessary, by the national substantive law of Hungary.

Therefore, the execution of the tasks concerning the provision of the interim staff services to the EIT is subject to the existing laws and regulations under the Hungarian Labour Law, in particular Articles 214-222 of the Hungarian Labour Code.

In accordance with applicable laws, the supply of interim staff to the EIT can under no circumstances result in an employment relationship between the interim staff and the EIT, therefore, within the whole duration of the Contract and the order forms, the **Contractor is and remains the employer of its interim staff**.

Main rights and obligations of the parties:

- 1) The **Contractor shall comply with all the relevant Hungarian laws on employment, taxes, health insurance, social and pension contributions**. Therefore, the Contractor shall ensure the fulfilment of all legal and financial obligations towards the temporary staff, which shall include in particular:
 - the signature of the employment contract with the interim staff (Article 218 of the Hungarian Labour Code);
 - the payment of salary and all social and pension contributions as foreseen by Hungarian law;
 - complying with all the obligations to provide information to local authorities;
 - providing information to the interim staff in writing about the conditions of the work at the EIT (Article 218 of the Hungarian Labour Code);
 - shall cooperate with the EIT in case of any issue concerning the interim services.

- 2) The **EIT, as the authority hiring the interim staff** will in particular
 - give instructions to the interim staff on a daily basis with regard to their tasks and will ensure their supervision;
 - will ensure the management of working time and holiday;
 - shall provide the necessary information to the Contractor, especially in case of change of basic monthly salary and correction coefficient for Hungary.

For the interim staff services, the parties will conclude order forms in writing which shall include information concerning the conditions of the interim staff services.

Any dispute between the parties resulting from the interpretation or application of the Framework Contract which cannot be settled amicably shall be brought before the courts of Budapest.

2.3 INTERIM STAFF SERVICES

During the implementation of the Framework Contract, the Contractor is required:

- To perform with high level of professionalism, human resources competences, and good service manner. The Contractor must ensure that any of its staff performing the Contract has the necessary relevant professional qualifications and experience (see point 4.1.3).
- To engage in communication with the EIT on any interim staff issues and to be able to communicate in a timely manner: the Contractor's response time shall not exceed two (2) working days.
- A point of contact for the EIT will be nominated for the provision of interim personnel by the Contractor. The EIT will also nominate a contact person regarding the provision of the services.
- To give at least one month's notice in written to the EIT of any change in the Contractor's team, i.e. contact person, responsible person for signature of the Contracts etc.
- To ensure that its staff possesses a good command of English and Hungarian language, as English shall be used throughout the implementation of the Framework Contract for all communication, reports and other documentation.
- To provide interim staff services by respecting all contractual and confidentiality aspects.

2.4 PROCEDURE FOR ORDERING INTERIM STAFF

The EIT as a Contracting authority will sign Framework Contracts with a maximum of three interim services providers in a cascading system. Under the principle of cascading multiple framework contracts, the requests for interim services shall follow the procedure described hereafter:

1) Request for the interim staff CVs/ applications

Requests for interim staff services can occur at any given time throughout the year.

The **EIT will send a request** (by using the relevant template for **requesting CVs** (Annex VII) by electronic means (e-mail) to the Contractor ranked first in the cascading system, describing the job profile for the assignment, including the skills required and the expected timeframe (starting date and duration) of the assignment.

The Contractor has to **confirm the good receipt of the EIT's request** within one (1) working day. On receipt of the request of the Contracting Authority, the Contractor will be required to identify suitable candidates and to match the candidates' profile to the requested profile-description.

In that framework, the Contractor may advertise the requested profile(s), using media adverts, newspapers, websites, and/or online job portals. The advert should be published in the English language as additional to the local language.

The Contractor **shall present to the EIT the CVs of at least five (5) candidates** whose profiles match the requirements, within five (5) working days from the date of the request, using the EUROPASS CV format². The Contractor must ensure that the proposed interim staff possesses the necessary professional qualifications for the duties to be carried out. In case the Contractor does not have candidates suitable to the EIT's requirements CV to offer, it shall inform the Contracting Authority within five (5) working days following the receipt of the request.

In case the contractor is not able present suitable candidates (i.e. the submitted CVs do not meet the required qualifications by the Contracting Authority) or in the case that the Contractor does not respond to the EIT's request within the time limit of five (5) working days, the Contractor shall be considered unavailable and the Contracting Authority may contact and place a request to the second Contractor in the cascading system.

The Contracting Authority may contact the third ranked Contractor in case the second one fails to meet the conditions described above. The fact that the Contractors ranked first and second in the cascading system are not able to meet the requirements under one or more requests under the terms listed above, does not imply the cancelation or the revision of the Framework Contract as a whole.

The EIT reserves the right to invite the proposed candidates for an **interview**. The candidates must be available for interviews at the EIT's premises within a short notice (within one (1) - three (3) working days).

The EIT will **confirm its decision** on the candidate(s) within five (5) working days upon the receipt of the requested CVs or upon the interview (if applicable).

2) Final order of the interim staff personnel

The EIT will confirm to the Contractor its final choice of the candidate(s) selected for the assignment by **sending to the Contractor an order form** (Annex VIII).

Within 5 (five) working days the Contractor shall return the **signed order form** for the signature of the EIT. Following the signature of the EIT Director, the Contractor will receive one original of the order form, signed by both parties.

Should the Contractor be unavailable by not signing the order form, it shall give reasons for refusal within the same period and the contracting authority shall be entitled to send the request and the order form to the next Contractor on the list.

² The CV format can be downloaded from:
<https://europass.cedefop.europa.eu/europass/home/vernav/Europass+Documents/Europass+CV.csp>

The agreed candidates must be available at the start of the assignment and also be able to work at the EIT's premises, for the required period. A **trial period** of five (5) working days shall apply in case of each interim staff.

3) Replacement of interim staff:

- In case the proposed interim staff **fails to pass successfully the given trial period**, the EIT shall notify the Contractor in writing immediately and within the one working week duration of the trial period. Upon the EIT's written notification, the Contractor must replace within a period of seven (7) working days the proposed interim staff that failed to pass the trial period. Any such replacement will not involve any additional cost to the EIT;
- In case of '**force majeure**', if the interim staff is no longer able to carry out the work, the Contractor is obliged to inform the EIT immediately, and to provide a competent replacement person within seven (7) working days. Any such replacement will not involve any additional cost to the EIT.
- In case of **longer sickness** (i.e. more than 10 working days of the interim staff, the EIT may request his/her replacement.

In case of replacement, the Contractor must propose a minimum of three (3) replacement persons with the required qualifications and experience. For those replacements the same selection procedure and deadlines shall apply.

4) Requests concerning the renewal/extension of the interim staff

If necessary, at the end of the contracting period of the provision of the interim services, and if the possibility of a(n) renewal/extension is foreseen by the relevant order form, the order form concerning the interim staff may be renewed/extended.

The renewal/extension shall comply with the maximum 5-year duration indicated in the applicable national rules (Article 214 of the Hungarian Labour Code).

As a general rule, the EIT should indicate its intention to renew/extend the order form of a given interim staff members six (6) weeks before the expiry of the order form (Annex IX). The renewal/extension of the order form shall be signed before the order form expires.

2.5 TIME-SHEETS AND INVOICING

The interim staff shall fill in the time-sheets every day and submit them to the EIT once per week. The time sheets will be signed by the EIT. The EIT will then send it to the contractor who will sign them and prepare the invoices based on the actual time worked by the interim staff.

The tenderers are kindly requested to submit a model time-sheet as part of their offer.

In accordance with point 3.5, on a monthly basis, the Contractor shall submit an invoice specifying all the services rendered per interim staff during the month immediately preceding the month in which

the invoice is submitted. The invoice must be accompanied by copies of the relevant signed time-sheets for the interim staff concerned.

2.6 PROCEDURE TO BE FOLLOWED IN CASE OF ILLNESS OF INTERIM STAFF

Interim staff being in a situation of temporary incapacity due to illness must notify both the contactor and the EIT, of their unavailability on the first day of absence. In case of illness they are bound to provide a doctor's certificate. Staff in a situation of temporary incapacity will continue to receive their salary as laid down in the legislation. The Contractor will be responsible for paying the salary without any repercussions on the invoicing.

In case of incapacity due to personal or professional reasons, the Contractor is obliged to provide a competent replacement person. For such replacements the same selection procedure and deadlines shall apply.

When it is estimated that the incapacity will last five for (5) days or more, the EIT may request a replacement available to the EIT. From the moment the Contractor becomes aware of those circumstances, the Contractor will be allowed a maximum term of five (5) working days to submit to the EIT the CVs of three (3) potential replacements with the required qualifications and experience, and, once a candidate has been chosen by the EIT, the Contractor must make him or her available within a maximum of three (3) working days.

Any such replacement will not involve any additional costs to the EIT.

2.7 WORKING HOURS

The normal working week is forty (40) hours, i.e. 8 hours per day. The services provided by the interim staff will be agreed between the interim staff member and his/ her superior. A minimum lunch break of at least 20 minutes shall be held on a daily basis. The normal lunch break is held at any time between 12.00 h to 14.00 h.

Overtime hours above a weekly total of (40) hours, are not authorised unless the EIT specifically requests supplementary working hours. Supplementary hours can be requested only in exceptional circumstances and if authorised in advance and in writing by the EIT.

2.8 HOLIDAYS OF THE INTERIM STAFF

EIT holidays:

Each year the EIT adopts the annual calendar of the official holidays when the office is closed. These days may vary from year to year and the actual EIT annual calendar will be communicated to the Contractor electronically.

During the EIT holidays, the interim staff is not authorised to provide services and therefore no payment is foreseen by the EIT. I

Official Bank holidays in Hungary:

As a general rule, the interim staff will not be requested to work during the official bank holidays of Hungary. If, exceptionally, the staff is required by the EIT to work on a day which is a bank holiday in Hungary (but is a working day under the annual calendar of the EIT), the remuneration will be to be made in accordance with the Hungarian rules.

2.9 DURATION OF THE INTERIM STAFF CONTRACT

The tenderers shall note that, in accordance with point 1.3, interim staff will be requested mainly to replace EIT staff member(s) in the event of maternity leave, long-term illness, parental or family leave, other short or long-term absences or to cope with peak periods of heavy workload, which require an additional workforce for a fixed period of time.

Therefore, the indicative duration of the interim staff services may vary from short periods (two to six months) to longer periods (from six to twelve months).³

2.10 REMUNERATION OF THE INTERIM STAFF

Under the terms of Article 5 Paragraph 1 of Directive 2008/104/EC of the European Parliament and of the Council of 19 November 2008 on temporary agency work⁴ the basic working and employment conditions of temporary agency workers shall be, for the duration of their assignment at a user undertaking, at least those that would apply if they had been recruited directly by that undertaking to occupy the same job. The basic working and employment conditions means working and employment conditions laid down by legislation, regulations, administrative provisions, collective agreements and/or other binding general provisions in force in the user undertaking relating to the duration of working time, overtime, breaks, rest periods, night work, holidays and public holidays and pay.⁵

The working conditions and employment regulations shall apply inter alia to work remuneration. **The basic monthly salary of interim staff to be applied under this Contract is the European Union institutions/agencies' Contract Agent remuneration scale under the terms of Conditions of Employment of Other Servants of the European Communities (CEOS).** This remuneration may be updated by the EU institutions each year: the table below shows a summary of the remuneration applicable in 2016.

The EIT will determine the category of each position based on the nature and importance of the functions, while the level based on the specific professional experience must be accredited by the Contractor in the same way as in the rules applied when allocating a level to Contract Agents.

³ In accordance with the Hungarian law, the maximum duration that interim staff personnel can provide services to the EIT, can be for a period of 5 years (the duration of extensions/renewals should be also counted in this period, in the case that the interruption is not more than 6 months). The tenders shall note that the total duration of the present Framework Contract is 4 years (including the possible renewal).

⁴ <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2008:327:0009:01:EN:HTML>

⁵ Article 3 Paragraph 1 (f) of the Directive 2008/104/EC of the European Parliament and of the Council of 19 November 2008 on temporary agency work

The gross monthly remuneration of the interim staff (as indicated in the template below) has been obtained upon the application of the **correction coefficient applicable for Hungary** (which is 69 % for the year of 2016) to the basic monthly salary as defined in the table below.

Where the duration of the assignment is less than one month or where the temporary staff does not work the full working hours, the gross monthly remuneration will be calculated on a pro rata basis.

Interim staff remuneration is not subject to a “thirteenth” salary, nor to other bonuses.

Reference gross salary

The reference gross salary mentioned below represents the reference monthly annual remuneration.

The reference gross salary that the Contractor has to pay to the interim staff cannot be less than the social minimum wage applicable in Hungary for an employee and based on the calculation of 40 hours work per week.

In this regard, if for a category of the below listed interim staff profiles, it appears that the reference gross salary for contract agents as provided by the CEOS is lower than the social minimum wage⁶ applicable in Hungary for a qualified employee having at least secondary education completed (calculated on the basis of 40 hours of work per week), the reference gross salary is replaced by the Hungarian social minimum wage for the category of the concerned interim staff profile.

The Hungarian social minimum wage for qualified workers⁵ in effect applies to all interim staff categories I to IV.⁷ The financial offer of tenderers should be presented by taking into account this aspect.

The following table provides examples of an indicative gross monthly remuneration of interim staff in force for the year of 2016, which is subject to update (upwards/downwards) on a yearly basis:

Category	Level (grade)	Experience	EUR / month (gross) for 2016
Group I	1	-	1,315.99
Group II	4	up to 7 years	1366,86
	5	more than 7 years	1,546.55
Group III	8	up to 7 years	1,749.96
	9	more than 7 years	1,979.97
	10	more than 15 years	2,240.21
Group IV	13	up to 8 years	2,240.22
	14	more than 8 years	2,534.69

⁶ “garantált bérminimum”

⁷ Subject to revision by the Hungarian Government annually.

	16	more than 21 years	3,244.82
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This gross monthly remuneration must be broken down, on the pay slip of the interim staff member, into the payment items.

The Contractor must be able to justify, at any time and upon the request of the EIT or of the interim staff member, that the gross monthly payment shown on the pay slip or, if appropriate, the total gross remuneration paid throughout the Contract to an interim staff member, is consistent with the gross monthly remuneration calculated as described above.

2.11 LIABILITY

For the provision of all the tasks under the present Contract, the liability of the service provider shall be defined by Article II.6 of the Framework Contract (Annex V), and on a subsidiary basis by the applicable Hungarian law.

In particular, in accordance with Article II.6:

- The Contractor shall be solely responsible for complying with any legal obligations incumbent on it;
- The Contracting Authority shall not be held liable for any damage caused or sustained by the Contractor, including any damage caused by the Contractor to third parties during or as a consequence of implementation of the Framework Contract, unless the loss or damage was caused by wilful misconduct or negligence of the Contracting Authority;
- The Contractor shall be held liable for any loss or damage sustained by the Contracting Authority in performance of the Framework Contract, including in the event of subcontracting, and for any claim by a third party, but only to an amount not exceeding three times the total amount of the relevant order form. Nevertheless, if the damage or loss is caused by the gross negligence or misconduct of the Contractor or of its personnel or subcontractors, the Contractor shall have unlimited liability for the amount of the damage or the loss;
- The Contractor shall have an insurance policy against risks and damage relating to the performance of the Framework Contract if required by the relevant applicable legislation. It shall take out supplementary insurance as reasonably required by standard practice in the industry. A copy of all the relevant insurance Contracts shall be sent to the Contracting authority should it so request;
- If the Contractor is composed of two or more economic operators (i.e. who submitted a joint tender), they are jointly and severally liable to the contacting authority for the implementation of the Framework Contract.

2.12 CONFIDENTIALITY

Obligations of the Contractor

The **Contractor** shall treat with confidentiality any information and documents, in any format, disclosed in writing or orally in relation to the performance of the Framework Contract and identified in writing as confidential.

The contractor shall:

- (a) not use confidential information and documents for any purpose other than fulfilling its obligations under the Framework Contract, order form without prior written agreement of the contracting authority;
- (b) ensure the protection of such confidential information and documents with the same level of protection it uses to protect its own confidential information and in any case with due diligence;
- (c) not disclose directly or indirectly confidential information and documents to third parties without prior written agreement of the contracting authority.

The confidentiality obligation set out above shall be binding on the contractor during the implementation of the Framework Contract and for as long as the information or documents remain confidential unless:

- (a) the disclosing party agrees to release the other party from the confidentiality obligation earlier;
- (b) the confidential information becomes public through other means than in breach of the confidentiality obligation, through disclosure by the party bound by that obligation;
- (c) the applicable requires the disclosure of the confidential information or documents.

The Contractor shall obtain from any natural person with the power to represent it or take decisions on its behalf, as well as from third parties involved in the performance of the Framework Contract or order form an undertaking that they will comply with the confidentiality obligation set out in Article II.8 of the Framework Contract.

The tenderer shall include in its offer a signed confidentiality declaration (see Annex X).

Obligations of the interim staff

In addition, **interim staff** placed at the disposal of the EIT shall undertake not to make use of and not to divulge to third parties any facts, information, knowledge, documents or other matters communicated to them or brought to their attention during the performance of the work at the EIT or any matter arising thereof

Interim staff, at the time of taking up duties to the EIT, will be requested to sign a confidentiality declaration (see Annex XI) and shall continue to be bound by this undertaking after the expiry of their work period in the EIT.

2.13 PERSONAL DATA PROTECTION

In accordance with Article II.9, any personal data processing under the Framework Contract shall be carried out pursuant to Regulation (EC) 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. Such data shall be processed by the data controller (EIT's Head of Unit Services and Finance) solely for the purposes of the

performance, management and monitoring of the Framework Contract without prejudice to its possible transmission to the bodies charged with monitoring or inspection tasks in application of Union law.

Where the Framework Contract requires the processing of personal data by the Contractor, the Contractor may act only under the supervision of the data controller, in particular with regard to the purposes of the processing, the categories of data which may be processed, the recipients of the data and the means by which the data subject may exercise his rights.

The Contractor shall grant its personnel access to the data to the extent strictly necessary for the implementation, management and monitoring of the Framework Contract.

In accordance with Article II.9.6 of the Framework Contract, the Contractor undertakes to adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature of the personal data.

3. CONTRACTUAL INFORMATION

3.1 NATURE OF CONTRACT

The Framework Contract

In drawing up his bid, the tenderers should bear in mind the provisions of the standard Framework Contract attached to the tender specifications (Annex V).

Submission of a tender implies acceptance of all the terms specified in the present specifications and in particular in the attached standard Framework Contract including the general conditions applicable to Contracts.

All documents presented by the tenderers become the property of the European Union and are deemed confidential.

The EIT will not reimburse expenses incurred in preparing and submitting offers.

Completing the adjudication or the procedure of the call for tenders in no way imposes on the EIT an obligation to award the Framework Contract. The EIT may, before the Framework Contract is signed, either abandon the procurement or cancel the award procedure without the tenderers being entitled to claim any compensation.

The EIT shall not be liable for any compensation with respect to the tenderers if its tender has not been accepted, not shall it be liable when deciding not to award the Framework Contract or, in the later stage, any order form.

The cascading system

The EIT will conclude with the three best tenderers **multiple Framework Contracts in cascade**.

After evaluating tenders, the EIT will rank tenderers in descending order with a view to establishing the list of Contractors (maximum 3 Contractors) and the sequence in which they will be offered work when orders are placed. The Contractor ranked first will be given priority over the Contractor that has submitted the second best tender and so on.

A Framework Contract is individually signed between the EIT and a maximum of three (3) Contractors to ensure that at all time one of the Contractors is able to provide the requested service(s).

In accordance with point 2.4 above, when the EIT requests interim services under the Framework Contract, the EIT will contact the Contractor at the top of the list and, if that Contractor is unavailable and unable to provide the requested service(s) for reasons which do not involve terminating the Framework Contract, the EIT will contact the second Contractor, then, if necessary, and under the same conditions, the third one.

If the framework contract is used faster than initially assumed an exceptional negotiated procedure under Art.134(1)(f) RAP can be used, within three years following its conclusion and before the ceiling is reached, to supplement the framework contract by new services consisting in the repetition of the similar services. Taking into account the principle of proportionality, these new services should not account for more than 50% of the initial maximum budget. The negotiated procedure shall not have an impact on the maximum duration of 4 years as established above.

3.2 PARTICIPATION IN THE TENDERING PROCEDURE

Participation in tendering procedures is open on equal terms to all natural and legal persons coming within the scope of the Treaties of the European Union⁸, and to all natural and legal persons in a third country which has a special agreement with the European Union on the conditions laid down in that agreement⁹.

3.2.1 Consortia

The tenderers may submit a joint offer by creating a consortium. In this case, each member of the consortium shall accept the terms and conditions set out in the tender specifications, the Framework Contract as well as in all the relevant Annexes.

The offer must identify the consortium members by filling in the relevant points of the Tenders' Identification Form (Annex I). The tenderer shall clearly specify the role and tasks of each member of the consortium. The members of the consortium shall designate one member as consortium leader with full authority to bind the consortium and each of its members. Each consortium partner shall fill in, date and co-sign with the consortium leader a power of attorney (Annex Ia). The consortium leader shall act as a single point of contact with the EIT in connection with the present public procurement procedure.

⁸ The Member States of the European Union

⁹ Countries of the European Economic Area (Norway, Iceland and Liechtenstein), Former Yugoslav Republic of Macedonia, Albania, Montenegro, Serbia, and Bosnia and Herzegovina

In case of a joint offer, all members of the consortium will be jointly and severally liable towards the EIT for the performance of the Contract.

3.2.2 Subcontracting

Subcontracting is allowed. In such cases, the EIT may demand information on any part of the Contract that the tenderer may intend to subcontract to third parties and on the identity of any subcontractor. The EIT reserves the right to validate the proposed subcontractor(s).

The offer must clearly identify the subcontractor(s) by filling in the relevant points of Annex I of these tender specifications and prove its willingness to accept tasks proposed to them by the tenderer (e. g. by way of enclosing a letter of intent (Annex Ib) of the subcontractors(s)). The offer shall describe which main task(s) will be subcontracted.

Once the Contract has entered into force, the Contractor shall retain full liability towards the EIT for the performance of the Contract as a whole. The EIT will not have any direct legal commitment with the subcontractor(s).

3.3 DURATION OF THE FRAMEWORK CONTRACT

The EIT, following this procurement procedure, will establish Framework Contracts with the three best ranked tenderers.

The duration of the execution of the tasks shall not exceed **24 months**. This contractual period and all other periods specified in the Framework Contract are calculated in calendar days unless otherwise indicated.

The Framework Contract shall enter into force on the date on which it is signed by the last contracting party. Under no circumstances may implementation commence before the date on which the Framework Contract enters into force. Execution of the tasks may under no circumstances begin before the date on which the order form enters into force.

The **order forms** shall be returned signed before the Framework Contract to which they refer to expires.

The Framework Contract shall continue to apply to such order forms after its expiry. They shall be executed no later than 6 months upon its expiry.

Contract renewal

The Framework Contract shall be **renewed automatically once, for a period of execution of tasks of two (2) years**, starting from the date of completion of the tasks of the previous period, unless written notification to the contrary is sent by one of the parties and received by the other one month before payment of the balance. Renewal does not imply any modification or deferment of existing obligations.

Amendments

Any amendment to the Framework Contract or any order form shall be made in writing before fulfilment of all contractual obligations. An order form may not be deemed to constitute an amendment to the Framework Contract.

The amendment may not have the purpose or the effect of making changes to the Framework Contract or to order forms which might call into question the decision awarding the Framework Contract or order form or result in unequal treatment of tenderers or Contractors.

3.4 MAXIMUM VALUE OF THE CONTRACT

The value of the Contract for the 2-year period should not exceed **EUR 180.000**, excluding VAT.

The maximum value of the Framework Contract for the total duration of 4 years is **EUR 360.000 EUR**, excluding VAT.

3.5 TERMS OF PAYMENT

Payments under the Framework Contract shall be made in accordance with the provisions specified in the model of draft Contract in Annex V.

The total payment within the duration of the Framework Contract may not exceed the maximum volume laid down in point 3.4.

- Pre-financing:

Pre-financing is not applicable to this Framework Contract.

- Interim payments:

1. The contractor (or leader in the case of a joint tender) may claim every month, a **monthly interim payment** with respect to interim staff services provided within the previous month, under the relevant order form in accordance with Article II.21 of the Framework Contract.

The contractor (or leader in the case of a joint tender) must send an invoice in paper format for the monthly interim payment, as provided for in the tender specifications. The invoice shall include the contractor's identification, the amount, the currency and the date, as well as the contract reference and must be accompanied by a **list of services provided** in the month in question.

2. The contracting authority must approve any submitted documents and pay within 30 days from receipt of the invoice.

3. If the contracting authority has observations to make, it must send them to the contractor (or leader in the case of a joint tender) and suspend the time limit for payment in accordance with Framework

Contract. The contractor (or leader in case of a joint tender) has 20 days to submit additional information or corrections or a new version of the documents if the contracting authority requires it.

4. The contracting authority must give its approval and pay within the remainder of the time-limit indicated in point (2) unless it rejects partially or fully the submitted documents.

- Payment of the balance:

1. Following the 12th month, the contractor (or leader in the case of a joint tender) may claim the **payment of the balance** under the respective order form in accordance with Article II.21 of the Framework Contract.

The contractor must send an invoice in paper format for payment of the balance due under the order form, as provided for in the tender specifications. The invoice shall include the contractor's identification, the amount, the currency and the date, as well as the order form reference and must be accompanied by a **list of services provided**.

2. The contracting authority must approve the submitted documents and pay within 30 days from receipt of the invoice.

3. If the contracting authority has observations to make, it must send them to the contractor (or leader in the case of a joint tender) and suspend the time limit for payment in accordance with Article II.21.6 of the Framework Contract.

The contractor (or leader in the case of a joint tender) has 20 days to submit additional information or corrections or a new version of the documents if the contracting authority requires it.

4. The contracting authority must give its approval and pay within the remainder of the time-limit indicated in point (2.) unless it rejects partially or fully the submitted documents.

4. CONTENT OF THE TENDER

The tender must include:

- (a) an **Administrative Part** including all the information and documents required by the EIT for the evaluation the of tender on the basis of the exclusion and selection criteria set out in point 4.1. below;
- (b) a **Technical Part** including all the information required by the EIT for the technical evaluation of the tender as set out in point 4.2 below,
- (c) a **Financial Part** setting out prices in accordance with paragraph 4.3 of these tender specifications.

4.1 ADMINISTRATIVE PART

The administrative part of the tender must contain the documents including the identification of the candidate and to the exclusion and selection criteria:

4.1.1 TENDERERS' FORM AND IDENTIFICATION

This part should include the following information set out in the identification form, in Annex 1:

1. **Signed cover letter:** The candidate is requested to provide a signed cover letter including the fact of submitting an offer and the identity of the tenderer.
2. **Tenderer's identification form (Annex I):** The candidate is requested to complete and sign the identification form. In case of a joint offer, the consortium member(s) shall also provide a **power of attorney (Annex Ia)** and/or in case of subcontracting, the subcontractor(s) shall sign a **letter of intent (Annex Ib)** to collaborate in the procedure.
3. **Legal identification form (Annex II)** which must be filled in and signed by an authorised representative, and should be accompanied by a:
 - copy of any **official document** (official gazette, company register etc.) showing the name of the legal entity, the address of the head office, and the registration number given to it by the national authorities. In case the official document mentioned does not contain information on your VAT number,
 - a **copy of the VAT registration document**.
4. **Financial identification form (Annex III)** which must be filled in and signed by an authorised representative of the candidate and his/her banker. As an alternative to the signature, a copy of a bank statement by hiding the turnover data which is not older than 3 months will be accepted.

4.1.2 EXCLUSION CRITERIA AND EVIDENCE

The contracting authority shall exclude a tenderer form participating in procurement procedures where:

- (a) the economic operator is bankrupt, subject to insolvency or winding-up procedures, where its assets are being administered by a liquidator or by a court, where it is in an arrangement with creditors, where its business activities are suspended, or where it is in any analogous situation arising from a similar procedure provided for under national laws or regulations;
- (b) it has been established by a final judgment or a final administrative decision that the economic operator is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the law of the country in which it is established, with those of the country in which the contracting authority is located or those of the country of the performance of the contract;
- (c) it has been established by a final judgment or a final administrative decision that the economic operator is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the economic operator belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:
 - (i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;

- (ii) entering into agreement with other economic operators with the aim of distorting competition;
 - (iii) violating intellectual property rights;
 - (iv) attempting to influence the decision-making process of the contracting authority during the procurement procedure;
 - (v) attempting to obtain confidential information that may confer upon it undue advantages in the procurement procedure;
- (d) it has been established by a final judgment that the economic operator is guilty of any of the following:
- (i) fraud, within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995¹⁰;
 - (ii) corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997¹¹, and in Article 2(1) of Council Framework Decision 2003/568/JHA¹², as well as corruption as defined in the law of the country where the contracting authority is located, the country in which the economic operator is established or the country of the performance of the contract;
 - (iii) participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA¹³; (iv) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council¹⁴;
 - (v) terrorist-related offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA¹⁵, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;
 - (vi) child labour or other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council¹⁶;
- (e) the economic operator has shown significant deficiencies in complying with main obligations in the performance of a contract financed by the budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by an authorising officer, OLAF or the Court of Auditors;

¹⁰ OJ C 316, 27.11.1995, p. 48.

¹¹ OJ C 195, 25.6.1997, p. 1.

¹² Council Framework Decision 2003/568/JHA of 22 July 2003 on combating corruption in the private sector (OJ L 192, 31.7.2003, p. 54)

¹³ Council Framework Decision 2008/841/JHA of 24 October 2008 on the fight against organised crime (OJ L 300, 11.11.2008, p. 42).

¹⁴ Directive 2005/60/EC of the European Parliament and of the Council of 26 October 2005 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing (OJ L 309, 25.11.2005, p. 15).

¹⁵ Council Framework Decision 2002/475/JHA of 13 June 2002 on combating terrorism (OJ L 164, 22.6.2002, p. 3).

¹⁶ Directive 2011/36/EU of the European Parliament and of the Council of 5 April 2011 on preventing and combating trafficking in human beings and protecting its victims, and replacing Council Framework Decision 2002/629/JHA (OJ L 101, 15.4.2011, p. 1).

- (f) it has been established by a final judgment or final administrative decision that the economic operator has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95¹⁷.

Concerning the exclusion of a tenderer from participation, the provisions of Article 106 of the Financial Regulation shall apply.

The contracting authority shall not award a contract to a tenderer who:

- (a) is in an exclusion situation established in accordance with point 4.2.1;
- (b) has misrepresented the information required as a condition for participating in the procedure or has failed to supply that information;
- (c) was previously involved in the preparation of procurement documents where this entails a distortion of competition that cannot be remedied otherwise.

Concerning the exclusion of a tenderer from award, the provisions of Article 107 of the Financial Regulation shall apply.

Evidence:

The tenderers shall certify that they are not in one of the situations listed above by completing and signing the ‘**Declaration of honour**’ (Annex IV).

The EIT may, after the award and before the signature of the Framework Contract, request evidence that it is not in any of the situations described in points (a), (b), (d) and (e) above within the time limit stipulated by the Contracting Authority.

4.1.3 SELECTION CRITERIA AND EVIDENCE

By submission of an offer the tenderer confirms that he/she has the economic and financial, technical and professional capacity to provide the requested services according to the tender specifications and the payment schedule specified in the draft Contract.

A. Economic and financial capacity criteria and evidence

Tenderers are required to provide sufficient information of their financial standing and more particularly proof that they have the necessary resources and financial means to carry out the work that is the subject of the tender.

The EIT shall have sole discretion assessing the tenderers’ economic and financial capacity with regard to the criteria set out below, and where it considers this insufficient, the right to reject any offer.

Economic and financial capacity criteria:

¹⁷ Council Regulation (EC, Euratom) No 2988/95 of 18 December 1995 on the protection of the European Communities financial interests (OJ L 312, 23.12.1995, p. 1).

In order to be economically and financially capable to provide the service, tenderers (i.e.in case of joint tender, the combined capacity of all members of the consortium and identified subcontractors) must demonstrate the following:

- The **minimum annual average turnover** in the last two financial years is equal or above EUR 180.000,00 per year.

The sum of the annual average turnovers of each consortium member will be taken into account to reach the minimum annual average turnover of EUR 180.000,00.

Evidence for the economic and financial capacity:

Proof of its economic and financial capacity shall be furnished by the tenderer by the presentation of balance sheets or extracts from **balance sheets** and **profit and loss accounts** for **at least the last two years** for which accounts have been closed, where publication of the balance sheet is required under the law of the country in which the tenderer is established.

If, for some exceptional reason that the EIT considers justified, the tenderer is unable to provide the evidence requested by the EIT, he may prove his economic and financial capacity by any other means that the EIT considers appropriate. In case of public bodies, other documents, in particular the body’s budget for the current year could be considered as appropriate.

B) Technical and professional capacity criteria and evidence

To prove their technical and professional capacity, tenderers shall provide in their tenders evidence of expertise in the field of interim personnel services.

Tenderers are requested therefore to comply with the enlisted technical and professional criteria and provide the following evidence:

	CRITERIA	EVIDENCE
1	Criteria concerning the tenderer	
1.1	The tenderer shall have at least 3 years’ experience in the field of interim staff services. The tender shall have at least 3 years of experience in providing interim services to international entities (e.g. international organisations, multi-national companies, European Union institutions or bodies) established in Europe	A list of Contracts performed during the last three (3) years, similar to the services as described in these tender specifications, for a total invoiced amount of at least EUR 50,000.00. References of international entities (or equivalent) established in Europe to which the tenderers are/has provided supply of interim services in the last 3 years.
1.2	The tenderer shall have provided for 50 interim staff members within the last 3 years (per year)	The number of interim staff provided within the last 3 years
1.3	The tenderer shall have the state registration/authorisation to exercise the	Copy or proof of valid registration/authorisation

	<p>provision of interim staff services.</p> <p>The tenderer providing interim staff services can be</p> <p>(a) either a company, established in the European Economic Area, which carries out these services in accordance with the law applicable to it;</p> <p>(a) or a company established in Hungary, which complies with the requirements of the Hungarian Labour Code and it is registered by the state authority responsible employment issues.</p>	
2	<p>Criteria concerning the tenderer's team</p> <p>The tenderer shall have access to a team which shall meet the following requirements:</p>	
2.1	<p>A team leader with a university degree in social sciences issued or recognised in one of the EU Member States.</p> <p>The team leader shall have at least 5 years of relevant professional experience in Human Resources</p>	<p>Curriculum vitae of the team leader and the team members, preferably in EU-pass format, but at least 2 pages long per person.</p> <p>The CV will include information about</p> <ul style="list-style-type: none"> - the qualifications, - the work experience and - the language abilities <p>of the team members.</p> <p>A summary table of main expertise of the all the persons responsible for providing the services.</p> <p>Language certificates (if available)</p>
2.2	<p>At least 2 team members</p> <ul style="list-style-type: none"> - dealing with the interim staff services, including the contact person for the EIT. <p>The team members should have at least 3 years of relevant professional experience in Human Resources.</p> <ul style="list-style-type: none"> - Administrative personnel, each of them with at least 1 year of relevant professional experience. 	
2.3	<p>All above team members shall have a proven adequate (B2) working knowledge of English and Hungarian</p>	

4.2 TECHNICAL PART

The technical part shall describe how the services described in point 2 will be provided by the Contractor.

Since the tenderers will be judged on the content of their written offer, these must make it clear that how could they meet the requirements of the tender specifications. The tender must be clear and concise, with continuous page numbering.

4.2.1. Award criteria

The Framework Contracts will be awarded to the best three (3) tenderers who submit the most economically advantageous tender, as assessed on the basis of the following factors:

a) Technical quality of the tender (60%)

Qualitative evaluation criteria in their order of importance as weighted by percentage:

1. Relevance, comprehensiveness, quality and clarity of the proposed **methodology for the management of a database of interim staff**, including the different methods to establish and maintain a pool of candidates to ensure coverage of the needs for all profiles (maximum of 35 points).
2. Relevance, comprehensiveness, quality and clarity of the proposed **methodology on the selection of interim staff**, including the assessment of the abilities and potentials of candidates for the different categories of interim personnel and the methodology to present the candidates for interviews (maximum of 35 points).
3. Relevance, quality and flexibility of the proposed general **methodology and timeframes for the implementation of the Framework Contract and the order forms** in order to ensure the continuity of the service, including the steps concerning the entry into service, replacement and exit procedures of interim staff (maximum of 30 points).

Tenders scoring less than 60 in the overall points or less than 60% of the maximum in the points awarded for each single criterion will be excluded from further evaluation.

b) Price (40%)

In order to evaluate the offers, the EIT will calculate a **total reference price**, based on the financial offer submitted by the tenderer to the invitation to tender. The total reference price has no contractual value.

Evaluation of the best value for money tender:

Price criteria will be calculated on the basis of the total reference price, which will be used solely for the purpose of this evaluation, as follows:

	SERVICES	ALL INCLUSIVE PRICE in EUR	UNIT	WEIGHTING	VALUE
A	B	C	D	E	F = C * E
1.	Interim staff - Category I, Independent on working experience		price per hour	* 2%	
2.	Interim staff - Category II, 0– 7 years of working experience		price per hour	* 23%	

3.	Interim staff - Category II, 7 or more years of working experience		price per hour	* 15%	
4.	Interim staff - Category III, 0 – 7 years of working experience		price per hour	* 15%	
5.	Interim staff - Category III, 7 or more years of working experience		price per hour	* 10%	
6.	Interim staff - Category III, More than 15 years of working experience		price per hour	* 5%	
7.	Interim staff - Category IV, 0– 8 years of working experience		price per hour	* 10%	
8.	Interim staff - Category IV, More than 8 years of working experience		price per hour	* 10%	
9.	Interim staff - Category IV, More than 21 years of working experience		price per hour	* 10%	
TOTAL REFERENCE PRICE = VALUES 1 + 2 + 3 + 4 + 5 + 6 + 7 + 8 + 9					

4.3 FINANCIAL PART

Every offer that successfully passes the technical evaluation will be assessed against the financial offer (tender reference price). The tenderer shall fill in and sign Annex VI and offer prices in accordance with the price categories indicated therein and as described below:

Tenderers are requested to complete and sign the financial offer ('Price Grid') annexed to the present tender specifications containing the rates for each different category/ profile of the interim staff.

Failure to submit a duly completed and signed 'Price Grid' will entail the automatic rejection of the tender.

Tenderer's attention is drawn to the following points regarding the Price Grid (Annex VI):

General remarks:

- Prices must be quoted in EUR using (with the exception of the countries within the Euro zone) the conversion rates published in the C series of the Official Journal of the European Union on the day when the Contract notice was published.

- Under Article 3 and 4 of the Protocol on the privileges and immunities of the European Communities, the EIT is exempt from all duties, taxes and other charges, including VAT. This applies to the EIT pursuant to the Regulation 1406/2002/EC. The amount of VAT must be shown separately in the Price Grid (Annex VI).
 - In the case the Contractor is based outside Hungary, the invoices shall be issued for the net amount excluding the VAT.
 - In accordance with the Host Agreement concluded between the Government of Hungary and the EIT, if the Contractor is based in Hungary, the invoices shall be issued for the gross amount including the VAT and the EIT will recover it from the Tax Authority.
- The EIT will not reimburse any costs incurred in the preparation and submission of a tender. Any such costs must be borne by the tenderer.
- Prices will not be subject to revision on renewal of the Contract.

Specific remarks concerning the unit prices for the interim staff categories:

- Rates for categories of interim staff must be indicated in the Price Grid. Prices must be all inclusive and provided based on an **hourly** rate for each category. Tenderers must include in their prices all charges concerning social security contributions, insurance, sick pay, holiday pay, child's first sick day etc. in accordance with all requirements under the current national legislation in force and take particular account of the Hungarian social minimum wage.

- The pro-rata of the annual leave must be included in the price tariff per hour received by the interim staff. Annual leave will be agreed between the interim staff and the immediate superior in respect of the work requirements and is not remunerated.

The invoice shall be calculated pro-rata of **hours actually worked at the EIT** by each interim staff. Only supplementary hours requested by the EIT will be remunerated. Remuneration during periods of holidays, sick leave or accident shall be borne entirely by the Contractor. In case of incapacity to work owing to illness or accident, the interim staff shall inform both the Contractor and the EIT as from the morning of the first day of incapacity.

- The financial offer for the rates for categories of interim staff will be made by using a **multiplier (coefficient)** applicable to the salaries' gross monthly indicated above. Tenderers are requested to indicate one multiplier per each interim staff profile category as described above, i.e. four coefficients in total, by taking into account the relevant expenses linked to a particular profile. The coefficients must have a maximum of 2 decimal points.

- The determination of the multiplier is to cover all costs of the Contractor (salaries of the interim staff, social security and medical costs i.e. insurance, fee of the Contractor, etc.).

- Relationship between the gross hourly wage and the billing rate:

- a) The gross hourly wage to be paid to the interim staff is determined by the gross monthly reference remuneration, corresponding to an average of 173 hours of work: (40 hours per week x 52 weeks per year / 12 months per year).

The salary is thus calculated as following: Gross hourly wage = gross monthly salary of reference / 173

b) The hourly billing rate is determined by applying the corresponding multiplier to the gross hourly wages.

- Revision of prices

The **multipliers** are not subject to revision throughout the whole duration of the Framework Contract.

The **gross monthly reference remuneration** and the **correction coefficient for Hungary** are subject to revision by the EU institutions each year. Subject to this annual revision, the contracting parties will conclude an amendment concerning the updated prices per hour (as included in the price list) at the beginning of each financial year (January).

Final evaluation and ranking of tenderers:

The Framework Service Contracts in cascade will be awarded to a maximum of three (3) tenderers having passed the selection stage and offering the best value for money, i.e. the highest score in the final evaluation to be determined as follows:

Award formula:

Score for tender X = total cheapest price (sum of column F of price table) / total price of tender X (sum of column F of price table) * 40 + total quality score of tender X/100 * 60

ANNEXES

The following set of documents is provided to the tenderers:

- Invitation to tenderers
- Tender specifications
- Annex I: Tenderer's identification form
 - Ia: Power of Attorney (in case of consortia)
 - Ib: Letter of Intent (in case of subcontractors)
- Annex II: Legal entity form for private/public entities/individuals
- Annex III: Financial identification form
- Annex IV: Declaration of honour
- Annex V: Draft Framework Contract
- Annex VI: Financial offer (Price Grid) including the multipliers
- Annex VII: Form for requesting CVs of interim staff
- Annex VIII: Order form
- Annex IX: Form for requesting the renewal/extension of the provision of the services
- Annex X: Confidentiality declaration (for the tenderer)
- Annex XI: Declaration on confidentiality and absence of conflict of interests (for interim staff)