



OPEN CALL FOR TENDERS

Tender Specifications

“Provision of a Customer Relationship Management (CRM) product”

ENISA P/16/11/TCD

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PART 1 INTRODUCTION to ENISA

1. BACKGROUND

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 2004¹.

1.2 Scope of the Agency's activities

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.

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

PART 2 TECHNICAL DESCRIPTION

1. ENISA'S SHIFT TOWARDS CRM FOR THE ENGAGEMENT OF STAKEHOLDERS

1.1 Background information on the project

ENISA is continually seeking to improve the way in which it interacts with its stakeholders and is establishing a collaborative approach investing in reciprocal, evolving and mutually defined stakeholder relationships. Moreover, by grasping the need for refocusing its efforts ENISA is migrating from the concept of managing stakeholders to collaborating with the stakeholders. This is achieved by positioning the activity in the nucleus of the technical competence of the Agency. This realignment is in line with the need of the Agency to have an integrated and focussed approach that will aim in building relations with NIS stakeholders in a coherent manner driven by the Agency's mission, strategy, and work programme while respecting its regulatory framework of operation.

In view of enhancing ENISA's capability for sharing knowledge and stimulating debate with its stakeholders the Agency will assess solutions in order to provide an information exchange and knowledge sharing platform for the key stakeholders from across Europe.

Taking all these factors into consideration, the Agency seeks to develop and implement a multifaceted stakeholder strategy and engagement process that places particular emphasis on utilising the independent networking role of the Agency and a multilevel approach to complement the existing cooperation and institutional relations.

In addition, the Agency is building stakeholder consultation and feedback into its work programme development approach to ensure that its work and deliverables are attuned with actual stakeholder needs and expectations (with regard to product design, development, improvement and use).

Through this call for tenders ENISA seeks to identify the most suitable Customer Relationship Management (CRM) product that will best serve the envisaged purpose. To this extent it is important to underline that broadly defined stakeholders of ENISA are primarily all the EU member states, the EEA countries, EU Institutions, NGOs, industry, academia, consumers etc. Therefore the solution should be able to accommodate an increasing number of contact details and respective actions of stakeholders that seek to establish or enhance their interaction with ENISA.

ENISA's main objectives in pursuing the acquisition of such a product can be summarised in the following thematic areas:

- To establish a common and consistent view on ENISA's stakeholders
- Manage the interactions with the stakeholders in an efficient and coordinated manner
- Manage groups, meetings and respective events
- Reduce complexity and streamline administrative burden
- Enhance ENISA's outreach, dissemination and marketing capabilities
- Provide a flexible and dynamic working tool for the ENISA's operational experts

1.2 The existing environment of ENISA with respect to Customer Relationship Management:

The European Network and Information Security Agency manages its stakeholder relations in a structured manner through the Management of the Agency, the Public Affairs Unit, the Stakeholders Relations Expert, and the respective experts of the Agency in each distinct area corresponding to programme and projects in line with the ENISA work programme.

Currently the Agency does not make use of any specialised CRM (Customer Relationship Management) program for managing its stakeholders relations given that during the previous initial setting-up period of stakeholder interaction, tools such as MS Outlook and List Serv products were considered adequate to accommodate ENISA's needs.

It is now becoming critical for ENISA to have a forward look in its relations with stakeholders and pursue a consistent, coordinated and dynamically collaborative approach in addressing their increasing expectations for interaction with ENISA, while raising awareness and visibility for our work with the objective to achieve impact.

Following the evolution of ENISA and the rapidly increasing need for ENISA to coordinate and interact with its stakeholders, it was deemed timely mature moment for ENISA to pursue the modernisation of the processes in place. The aim is to elaborate on the existing requirements; to identify functionalities that are available and find an appropriate balance between requirements and available solutions in order to quickly reach a workable solution at reasonable costs. The acquisition of a solution that would support the implementation of ENISA's operational need with respect to stakeholder relations is considered as the key step forward for a modernised interactive and dynamic approach, in our interaction with stakeholders.

In the following sections, we formulate ENISA's requirements in the area of Stakeholder Relations. This material expresses the ENISA expectations for a CRM system and sets up the basis for feasibility of solutions, pilots and implementation plans. In order to be inclusive, apart from technical requirements, we also put emphasis on operational (non-functional) requirements that are related to activities which are necessary for the long-term operation of such a system. Following the description of requirements, we have also included an envisaged project plan roll-out, which provides the minimum of phases we expect for this project, taking into account ENISA' environment and needs.

2. FUNCTIONAL REQUIREMENTS

This section describes a set of key functional requirements that are deemed necessary by ENISA in building up the platform that will support the stakeholder relations management of the Agency. It has to be noted that this chapter make reference to the minimal requirements identified. Any additional features that might be present by potential tools will be considered as "nice to have" and will play a secondary role in the selection process. It is therefore required by the tenderer to budget any additional functionalities separately from the ones required by ENISA as a minimum.

2.1 Secure Web interface

A secure web user interface should be established in order to enable ENISA users to effectively and efficiently perform their day to day operational tasks with respect to stakeholders' engagement and management. The web interface should be available to ENISA users through authentication

and via secured communication channel i.e. https secure link or SSL/TLS certificate (the possibility for an integrated single sign in with ENISA's active directory would be preferable). The interface for managing stakeholders should be accessible both within and outside ENISA while maintaining similar security levels. By such an interface the potential need of experts to utilize existing databases and/or insert new contacts while on mission can be covered.

2.2 Contacts database, Contact Registrations and Management

The contacts database is one of the most essential components of the CRM solution to be offered. It should be enabled to receive manually encoded contacts as well as via an automated process/workflow through web forms, MS Office 2010 suite, and respective upgrades, etc. In principle, business contact details should be shared within the Agency among authorised users.

However the ability should exist to define access rights to selective contacts or group of contacts should the operational need require so. Log facilities should allow for non-repudiation of the performed management activities upon the stored information. Furthermore, archiving functions will allow for an increased availability of the entire information.

The form to be used for encoding the contacts should include but not be limited to a variety of the most common fields used indicatively in MS Outlook. Moreover the ability to customise fields should be ensured by the tenderer in order for ENISA to be able to pursue a mapping process of its stakeholders. In addition, the database should be enabled to search and find duplicate entries.

Such queries should be automatically performed by the tool or manually by the administrator making use of the abilities of the system to be offered. Such queries should ideally be configured to search with a set of criteria such as e-mail addresses, names and surnames, etc. Finally, the database underlying the CRM system in question should be available in neutral formats (e.g. CSV, XML) in order to avoid dependencies to a specific data storage solution.

2.3 Stakeholders (Contacts) Mapping

Through the CRM contact database, ENISA should have the ability to perform various mapping processes of its stakeholders. Therefore it should be possible to link a contact to a specific area or areas of interest of ENISA's work. These categories of interest may be defined in terms of the Agency's mission, strategy, and work programme or more broadly by its regulatory framework of operation. Furthermore, links to particular organisations or entities should also be possible in order to allow ENISA to identify cases where multiple contacts belong to the same organisation or undertaking. These options must be possible irrespective of the method of encoding the contact and it must be possible to add and modify links for the duration of the contacts' inclusion in the database.

ENISA should be able to map its stakeholders into the system with respect to various criteria such as their location, the particular expressed interest in ENISA work, and which sector that they belong to (Academia, Industry, Consumers, Public Organisations etc.). Such criteria should be based both on available properties of the encoded contacts or on additional characteristics of (groups of) contacts.

In particular stakeholders mapping in terms of geographic location should ideally be supported by a geographical interface (e.g. a map) in order to facilitate ENISA's decision on conferences and

events that it needs to plan and implement (see current work on CERTs, Resilience, Awareness Raising, etc.).

2.4 Contact interaction log

The tool to be offered should be able to record interactions that have been made with specific contacts or group of contacts in order to better coordinate interaction with stakeholders. It would be valuable to see in a form of an account the activity log of each contact with the Agency and monitor what invitations the contacts have received, how many campaigns through mailshots, which deliverable, reports and working groups have expressed interest in etc.

2.5 Automated check for inactive contacts

The solution proposed should embed automated functions for verifying inactive/inefficient contacts. It happens that stakeholders change functions, employers, countries and respective updates are not known to the Agency in order to be reflected in our contact database. Therefore through such a feature ENISA will be able to verify the validity and accuracy of an existing contact.

Through the tool an e-mail should be sent on an annual basis to all available contacts in the database to confirm the validity and accuracy of their details. Contacts that have not responded should receive one or two reminders. Following this, a report on the non-responsive e-mails should be generated in order to allow administrators to assess whether a contact should be removed or not.

In addition, the solution should support functions that can be triggered by stakeholders in order to be able to manage their data. This will also include subscribe/unsubscribe functions over various channels (e.g. per e-mail).

2.7 Feedback Collection & On line forms through the web site

An integrated solution for collection of feedback should be provided by the tenderer. It is critical for ENISA to be able to receive feedback on the quality of the output that ENISA generates. By providing the stakeholders with feedback opportunities we encourage an active and interactive relationship with our stakeholders while collecting valuable insight on a number of issues that ENISA has or will address.

ENISA would require the CRM solution proposed to be enabled to accommodate feedback collection through forms that would be made available to external users through various channels, e.g. the ENISA web site, targeted mails, etc. The feedback should be collected ideally in the CRM and should be able to be exported to office documents or spread sheets in order to be further processed by the responsible project manager. In addition reports on the collected feedback should be possible to be generated in order to have an overview of the responses received and the profile of responders at a glance.

2.8 Targeted campaigns by e-mails and other appropriate channels

The solution to be provided should be enabled for handling mass mail shots for campaigns that ENISA may deem appropriate to implement. In addition, the tool should provide e-mail templates that may be used by the Agency and monitoring capabilities of the launched campaign with embedded metrics in order to assess the success of the respective campaign. It would provide valuable insights for ENISA to be able to know if the e-mails from such campaigns have been read by the recipients, when the recipients actually have read the e-mail and the time spent on reading

the content of the mail would provide adequate valuable information that would help in calibrating future campaigns.

It would be desirable to have the possibility of launching campaigns in an automatic manner using existing content from the e-mail campaigns or the CRM application in order to enhance the visibility and presence of ENISA work on the internet. Finally, the tool should allow for appropriate branding for the material used for campaigns.

For the sake of auditability of performed actions, necessary logs from these activities should be maintained to be used in cases that evidence needs to be generated.

2.9 Integration with Social Media

Integration with Social Media (Facebook, Twitter) is considered supportive to the outreach efforts of ENISA. In particular ENISA would seek to promote through such channels material that by nature is made available to the public and to a wide range of audience. Such channels may be indicatively used in the promotion and cultivation of a security culture to younger generations and active social media users, while supporting our communication and awareness raising activities for a number of NIS topics. The tenderer should illustrate that security features are put in place to guarantee that the effective integration with Social Media will not in any way compromise (e.g. leaks) the information held and stored by ENISA or on behalf of ENISA by the tenderer in the context of the implementation of the respective contract. Such integration will be decided by ENISA during the customisation phase based on its assessment on the offered security features.

2.10 Remote Access

As ENISA users of the system are frequently travelling it is required to have easy and secure remote access to the system as well as the possibility of populating the system with information via mobile devices, This would further enable the flexibility of the working process that ENISA is trying to achieve and would enable the staff to maintain productivity it while on the move.

2.11 Interface to Portals

ENISA implement its work through programmes and work packages while at the same time maintaining communities that interact with each other for issues related to the competences and tasks of ENISA (i.e. Virtual Expert Groups). It is therefore important to be able to develop and maintain community portals in order to be able to provide the facility to stakeholders of specific groups of interests to exchange views in an open manner, review proposals, and perform voting procedures on a number of topics. To start with four initial portals are envisaged to be established in order to accommodate the needs of the respective communities. The respective portals should be recycled as soon as their mission has been fulfilled in order to be used for other respective operational purposes.

2.12 Reporting

Reporting is an essential element in having a real time overview of the progress of ENISA's day to day work. Metrics for the implementation of our activities are particularly important in order to identify issues that affect the performance of the service. Therefore it is particularly important for the tool to have available pre-configured reports complemented by the ability to develop custom made reports in order to reflect targeted reporting needs of the Agency. Reporting abilities should

also be enabled for any social media that will be integrated with the solution to be adopted by ENISA

2.13 Workflows

The CRM solution - where required - should support workflow implementation and approval processes in content management, contact management, campaign approval and other respective processes in order to ensure that respective authorisations are provided by the competent staff in order to ensure uniformity and compliance with ENISA’s internal processes. Furthermore, other workflows related to various already mentioned (manual) functions should be also supported. Indicatively data management, automation of functions, automated e-mails, automated revocation of contacts, could be considered.

3. NON FUNCTIONAL REQUIREMENTS

3.1 Look and Feel

The look and feel of the ENISA’s interface for internal and external users through the portal should be in line with the brand guidelines of ENISA that will be made available upon request. As reference, the web site of ENISA provides an adequate example for the presentation of ENISA’s environment. The tool should be able to integrate into the ENISA interface, our logo, colour and other related brand material that will be in line with the brand guidelines established by the Public Affairs Unit of ENISA.

3.2 Profiles of Users

ENISA is currently adopting a dynamic environment with a flexible organisation that is able to adapt according to the operational needs that need to be addressed. Therefore the tenderer should be in a position to introduce into the requested application the ability to create profile of users in a flexible manner which will define access rights limitations of the respective users. The users profile initially envisaged are:

Profile	Users
Administrators of the tool	The ENISA project team
ENISA Users	ENISA’s staff members
ENISA Management	ENISA’s Executive Director and Head of Departments
ENISA IT Office	ENISA’s IT officer including a back-up and the ENISA Information Security Officer
External Users	Stakeholders granted access mainly to the portals for interaction with the Agency.

The user profiles are indicative and may be subject to change according to the evolution of ENISA therefore the product to be offered must allow for adequate flexibility in reflecting organisational changes without affecting data integrity.

The tenderer should propose licences available for its product that will be aligned with the functional requirements described in section 2 of this document. In the respective licencing offer, the abilities provided to the user from each type of license should be described in order to enable ENISA to better assess the licenses corresponding to its needs. As a reference point please note that the user with the profile "Administrator of the tool" has full access and ability to perform all required modifications in the tool and the user with the profile "external user" has no access to ENISA's internal platform but has minimum possible access, through forms or portals that will allow him to interact with ENISA.

3.3 Data Protection Requirements

In the general implementation of its activities and for the processing of tendering procedures in particular, ENISA observes the following EU regulations with respect to confidentiality and public access to documents:

1. 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;
2. 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;
3. 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."

The tenderer should illustrate the measures undertaken for the compliance of the product and its respective processes with above mentioned regulations.

3.4 Secure back up of data and data destruction

The tenderer should outline in its offer detailed policies and procedures used for backup and data redundancy. This should include procedures for the management of removable media and methods for securely destroying media no longer required. The data captured into the CRM should be constantly backed-up and restoration ability in case of failure should occur instantly through the back up. ENISA on a monthly basis should receive from the contractor (in a secure manner to be agreed bilaterally) a copy of the captured data on the contractor's servers and other storing devices from the utilisation and population of ENISA's CRM. The format of the data will be defined by ENISA in order to be enabled to extract and use the respective data via other applications such as MS Office suite.

3.5 Data Migration

Data Migration is one of the most critical elements of the project that will partially determine its success for a smooth and swift transition phase. The contractor should have the necessary

experience and technical abilities to migrate respective content from existing sources, such as Microsoft Outlook, Excel, Word, Intranet SharePoint, Listserv and Maestro. With the support and know-how of the contractor and the collaboration of the project team and any required engaged actor the successful migration of all appropriate content should be ensured. It is therefore desirable for the tenderer to make reference in his offer respective recommendations for an effective data migration.

3.6 Help Desk

Help desk services via e-mail or phone during the normal working hours of the Agency will be provided. In addition project managers and administrators for ENISA should have help desk support on a 24/7 scheme via e-mail or phone in order to be able to address any emergency that may come up that requires an immediate intervention.

3.7 Integration with the Current IT environment

ENISA currently does not have any CRM product in place however it makes use of Microsoft Office Professional Plus 2010 in order to effectively pursue its day to day operations. In particular the product contains Word, Excel, PowerPoint, Outlook, OneNote, Publisher, Access, InfoPath, and SharePoint Workspace. Moreover ENISA makes use of L-Soft software, [LISTSERV®](#) and [LISTSERV® Maestro](#) in order to complement its communication activities with respective stakeholders. Mailing lists, and other distribution lists are operated through the applications in order to facilitate massive dispatch of e-mails and network communication around predetermined number of participants (see also requirements under “Integration with MS Outlook, MS World, MS Excel” above).

Moreover the website of ENISA that is currently developed in Plone may need to host forms or links to forms that will be originated by the CRM tool. The information generated should be automatically transferred and integrated in the CRM for further processing by the respective project manager. It is therefore expected that the contractor will be able to integrate its product with the Microsoft Suite and be able to migrate the content from the databases currently in use.

The WEB interface of the platform must support at least Internet Explorer 9 and Firefox 4 browsers. Proposal must clearly state if there are any other prerequisites, like installation of any other software on a computer in order for WEB interface to work correctly (e.g., any browser plugins, Java RE, Adobe Flash player etc.). In order to make sure that the WEB interface will not become a barrier for deploying new versions and patches for software on computers of the agency. The proposal should also describe the forward looking vision of the tenderer regarding whether the WEB interface will support newly released versions of browsers and newer versions of any other accompanying software mentioned before (e.g., timeframes for developing and implementing necessary changes in the platform; additional costs if any etc.).

The solution to be proposed should also support a seamless integration with MS Outlook; such as synchronising - when required - e-mail information, calendar information and contact information. It should also provide seamless integration with MS Word and MS Excel in order to be able to transfer information and or respective reports in an editable format for further processing.

The integration with the above applications is considered of paramount importance for the implementation of ENISA's day to day work but will also facilitate to a great extend the effort for

sound data migration (both at initiation and at later stages, as required). It should be noted, that migration of data in both directions is required (i.e. import/export).

Currently ENISA is using Microsoft Office Professional Plus 2010 therefore the tenderer should illustrate the ability of the solution to be seamlessly integrated with the above product. Furthermore in order to better facilitate the migration process the solution should be compatible also with previous versions of Microsoft Office suites. In addition the tenderer should be in a position to illustrate its forward looking vision in supporting integration with such platforms for the period of its collaboration with ENISA given that they form one of the core working tools for the Agency.

It is expected that the provider illustrates competency in skills and ability of the solution for wider integration with tools currently in use by ENISA or assessed for acquisition.

3.8 Training

Training is considered to be one of the key elements of success for the customisation and implementation of the tool at ENISA. Therefore before the customisation process begins it is deemed necessary for the project manager and the project team to be trained on the functioning of the tool. In this way they will be able to understand its operation and facilitate the process of customisation in an accurate and efficient manner.

The contractor is also expected to make available training at ENISA's premises to all the users before the formal induction of the tool. The training it will be necessary for the smooth integration of the tool therefore it is expected that at least a full training week will be adequate to make all the ENISA users acquainted with the tool.

The tenderer should therefore include in the offer a training course for 4 consecutive days at ENISA's premises after the official launch of the project in order to resolve any doubts and overcome any difficulties in the utilisation of the system.

Furthermore it is expected that the contractor will make available to the Agency for each user profile dummy proofed training material on use and content management to be made available to ENISA staff.

3.9 Product updates, customisations and maintenance

Product updates should be implemented first in a distinct test environment before the actual deployment in the live or production environment. In addition the product offered should allow for customisation for the various pages, form, field and reports in order to be aligned with ENISA's working environment, terminology and brand guidelines. Maintenance of the product and of the respective hosting hardware and software will be in the responsibility of the contractor. Regular maintenance should be planned in such a way in order not to cause any disruption to the normal operational functioning of ENISA. The tenderer should make ENISA aware of the maintenance policy that it will apply and the respective planning that will be followed.

3.10 Scalability

The scalability potential of the product should be demonstrated, along with a provision of a concise summary of recommended functionalities that would smoothly integrate with the ENISA

environment. The proposal should be presented in terms of significance of added value that such functionalities could offer to ENISA.

3.11 Performance

Performance indicators should be provided for different sizes of databases for varying capacities of access channels and for varying users of the proposed solution. Best practices for maintaining good system performance should be delivered (including both software and hardware requirements of the host system).

3.12 Information Security

A documentation of the supported security measures must be made available by the tenderer for the proposed solution. Such measures might be related to authentication, security of communication channels, necessary firewall policies, soft and hardware configuration, soft and hardware architecture, logging, backup, access control, embedded encryption, and other related confidentiality, integrity and availability features.

A set of (standard) security policies will be part of the tool and/or the procedures and functions supported by the tool. Adaptation of these policies to the individual ENISA security policies will be possible in order to achieve optimal use of the supported security controls.

In this respect the tenderer should take into account the Cloud Computing Information Assurance Framework¹ and the Cloud Computing Risk Assessment² when providing ENISA with the respective information and assurances related to the information security aspects.

Moreover the tenderer should provide information related to audit logs that will be used in the event of an incident requiring investigation. In particular, information on the following aspects would facilitate ENISA's understanding of the tenderers operating environment:

- what controls are employed to protect logs from unauthorised access or tampering,
- what method is used to check and protect the integrity of audit logs,
- how are audit logs reviewed, what recorded events result in action being taken,
- what time source is used to synchronise systems and provide accurate audit log time stamping

As ENISA is a European agency with a focus on information security, this is a very important requirement, especially since it would involve co-operation with our external stakeholders, and we would need to ensure that this takes place in the most efficient manner, respecting information security principles and best practices, as well as personal data protection considerations.

¹ <http://www.enisa.europa.eu/act/application-security/rm/files/deliverables/cloud-computing-information-assurance-framework>

² <http://www.enisa.europa.eu/front-page/act/rm/files/deliverables/cloud-computing-risk-assessment>

4. PROJECT IMPLEMENTATION STEPS

4.1 PHASE A: Project teams acquaintance with the CRM solution and ENISA

Training of the project team at the contractor's premises on the product offered prior to the customisation phase for ENISA begins. The aim of this step is to have the project team well acquainted with the proposed solution and its functionalities in order to enable them to better facilitate the customisation and implementation of the solution for ENISA.

The contractor is also expected to visit ENISA's premises and become acquainted with ENISA's internal organisational structures and working process. This will enhance better understanding for the contractor and will facilitate the envisaged implementation process.

4.2 PHASE B: Customisation of the solution by the contractor

The contractor will initiate the customisation process for ENISA's CRM in close collaboration with the project team. The aim of this step is to customise the solution in order to fit ENISA's needs as described above. This indicatively includes the customisation of functionalities, workflows, reporting, look and feel (branding), and setting up of the initial four portals in order to provide ENISA with a fully functional dummy proofed working tool. Where necessary the project team will involve respective actors of the Agency whose contribution is deemed important for the implementation of the project. Such actors might be the ENISA management, IT Office and information security officer.

In order to ensure that the customisation will be performed in the most effective way it is envisaged that the customisation will take place into two periods that will both be classified under phase B. The purpose for this split is to enable the project team to test the initial customisation and identify shortcomings and respective inefficiencies that should be addressed in the second wave of the customisation period. The work implemented in the two distinct periods within PHASE B may be invoiced separately.

Important Notice

During this phase all functional and non-functional requirements described above should be implemented before data migration begins and before ENISA users are enabled in the tool.

4.3 PHASE C: Initial Data Migration

Data Migration is considered to be one of the most delicate steps of the project. At this point we should be prepared to migrate respective content from existing sources, such as Microsoft Outlook, Excel, Word, Intranet SharePoint, Listserv and Maestro. With the support and know-how of the contractor and the collaboration of the project team and any required engaged actor complete and smooth migration of all appropriate content should be ensured.

4.4 PHASE D: Training of the Users (ENISA staff members)

It is of paramount importance for the success of the project that the users are well trained before the tool is made available to them for their official use. Therefore it is essential for the tenderer to propose a training scheme for 60 users that should be organised in small groups in order to achieve the highest possible effectiveness.

It is proposed that the training will be conducted over a period of four consecutive working days with the consultant trainer(s) providing the training sessions to smaller groups of 10 - 15 ENISA staff each day. The exact dates will be agreed with the contractor based on the final implementation plan to be agreed and the respective progress achieved.

The lump sum price to be offered for Phase D must include all costs such as return economy air travel to Heraklion Greece for the trainer(s) as well as accommodation and subsistence expenses.

4.5 PHASE E: The CRM is made available to all users

As soon as phase A, B, C, D have been completed full deployment of the solution and wide access for the ENISA users should be provided. This will be considered as the day that ENISA goes live and officially makes use of the new solution for its operational purposes.

4.6 PHASE F: Finalisation of the Data Migration

It is inevitable that some data might require migration once all users have been enabled in the tool. It will be necessary to foresee a period with corresponding support where the users will be supported by the project team and the contractor to complete the migration of operational content into the platform.

4.7 PHASE G: Post deployment support

The contractor should make available support through a help-desk, e-mail and phone, in order to be able to address promptly any issue that may surface from the full deployment of the solution and the wide access by all ENISA users. This will support a smooth transition and will facilitate users in integrating the tool in their day to day operations. The support should be available to all users during working hours during working days for the entire year.

Important Notice

During the setup phases A, B and C that are envisaged to take place in 2011 the Agency will only require access for the project management team. It is estimated that a maximum of 10 licences will be required during this period. The licenses would be apportioned as 50% for power users or administrators and the other 50% for normal users.

5. PROJECT MANAGEMENT

5.1 Project manager

The project manager Mr Giorgos Dimitriou will have the overall supervision for the implementation of the respective project and will facilitate interaction between the contractor and appropriate ENISA actors that their involvement may be required in order to safeguard the smooth implementation of the project.

5.2 Project Management Team

A project management team may initially be established to support the smooth implementation of the project. The project management team according to the needs maybe supported by the following ENISA functions; ENISA IT officer, Data Protection Officer, Information Security Officer, Head of Departments, Press and Communication team and ENISA experts.

5.3 Envisaged Project Management Timeline

Seven distinct phases have been identified in order to achieve an effective and smooth implementation of the solution to be acquired by ENISA. Taking into account a number of factors that are likely to affect the implementation of the project plan ENISA has defined the following project implementation timeline:

Phase	Calendar Period
Phase A	October 2011
Phase B	November- December January – February
Phase C	March
Phase D	April 2012
Phase E	May 2012
Phase F	May – June 2012
Phase G	June –July 2012

The tenderer, based on the knowledge of their tool and prior experience of implementation may include in the offer a revised proposal with regard to the time schedule of the implementation. The Agency may consider accepting the revised proposal should this offer a more effective timeline of implementation and does not compromise the operational needs of the Agency. The Agency reserves the right to maintain its position regarding the implementation timeline in case it decides that the revised proposal submitted by the tenderer does not meet its operational needs.

5.4 Project Proposal Submitted by the contractor

The offer of the tenderer should also include a project implementation proposal that should be presented using a tool such as MS Project or Gant chart or similar in order to facilitate the project team to assess the process to be followed by the contractor to be selected. The plan should include milestones and key deliverables

6. EXPECTED SKILLS

The performance of the above mentioned activities requires professionals that have good professional multi-disciplinary knowledge on all or a sub set of the following fields:

- Very good knowledge of CRM and stakeholder relations tools.
- Good knowledge of tender procedures and framework contracts in the EU.
- Adequate understanding of the operational and regulatory framework of ENISA.
- Excellent project management skills including quality assurance.
- Proven experience in implementing a CRM system.
- Very good communication skills.
- Excellent oral and written language skills in English.

7. PLACE OF EXECUTION OF ACTIVITIES AND COMMUNICATION

The execution of the activities will take place at the contractor's and ENISA premises respectively. The contractor is required to be present at ENISA premises for all necessary meetings and for collecting all relevant information to complete the project. For this purpose network based collaborative tools (i.e. videoconferencing) could also be used.

At least the following communication with the contractor is expected:

- One kick off meeting organised either at ENISA premises, or at contractor's premises (to be decided upon signature of contract). This meeting needs to take place shortly after the signing of the contract. The expected duration of this meeting at the Agency premises is one full day.
- Progress meeting via teleconferencing (e.g. Skype) after the initiation of the customisations
- Regular video - or teleconferences on the progress achieved (intervals to be agreed upon).
- On demand provide ENISA with a draft or snapshot of the results produced so far for the deliverables.
- It is expected that the contractor will communicate to the project manager of ENISA in a timely and proactive manner issue that requires handling from ENISA's side in order to ensure prompt and smooth resolution.

Gathering of requirements from internal stakeholders should be expected to involve contact with staff at ENISA's premises.

It should be mentioned that the costs of necessary business trips should be included in the total offer. ENISA will not additionally reimburse the contractor for taking part in meetings or other events. Informal and regular contacts should be maintained by telephone / Skype / video conferencing and e-mail. Quality assurance, review and final approval of the deliverable, and project sign-off will be performed by ENISA at its premises.

8. CONTENT OF THE TECHNICAL OFFER

The Tenderer shall enclose with the **Technical Offer** all documents and information that will enable its offer to be assessed in terms of quality and of compliance with the Specifications.

9. CONTENT AND PRESENTATION OF THE FINANCIAL OFFER

The Financial offer must be drawn up using the **Financial Offer form (see Annex IV)**. Prices must be quoted in **EURO** and include all expenses necessary to perform the contract.

The implementation of a CRM project that requires multiple components and functionalities to be customised and integrated in ENISA's environment must be identified in terms of costs. It is

important to note that this tender will result in the signing of a framework contract for up to four (4) years. Therefore the financial offer needs to be presented in a structured and uniform manner in order to allow ENISA to assess the various proposals in a comparable manner thus enabling the Agency to conclude with a sound financial decision while achieving the most in terms of effectiveness, efficiency, data protection and information security.

It is therefore important that the costs are presented in the distinct categories as presented below. The completed Financial Offer (Annex IV) will be included in the contract to be signed with the selected contractor.

	Services	Unit
P1	Cost of Phase A	lump sum
P2	Cost of Phase B	lump sum
P3	Cost of Phase C	lump sum
P4	Cost of Phase D	lump sum
P5	Cost of Phase E	lump sum
P6	Cost of Phase F	lump sum
P7	Cost of Phase G	lump sum
P8	License cost at Management level	annual/per user
P9	License cost at Administrator level	annual/per user
P10	License cost at Basic Users level	annual/per user
P11	License or other costs for external users (For access to portals, e-surveys etc.) – (if applicable) .	annual/per user
P12	Help Desk services - 24/7	per year
P13	Help Desk services - business hours only	per year
P14	Producing and delivering to ENISA regular data backup (as defined in Article 3.5)	per year
P15	Updates and Maintenance (as defined in Article 3.10)	per year
P16	"Kick off" meeting after contract signature for one day at ENISA's premises. (Return air travel - economy class + accommodation/subsistence)	per round trip
P17	*Any other costs not specified above (if applicable) please specify in detail on a separate sheet.	lump sum

Important Notice

1. Acknowledging the fact that a number of components may be needed in order to complete the customisation and implementation phase of the requested functionalities please take into account that ENISA is compiling this offer using the best of its knowledge. It might be possible that required services may not have been included in our request however should

such items exist and they are essential in order for the project of ENISA to be fulfilled then potential bidders are required to identify them and include the cost in their final offer.

For this purpose, price box 'P17' has been included at the bottom of the Financial Offer form (Annex IV). You should provide a total lump sum of any extra costs in this box, while providing separately a detailed description of the extra essential services being proposed. **If no extra services are required / proposed then please place a zero in this price box.**

2. For some of the services that need to be performed in a closely linked manner, the Agency may issue the purchase orders simultaneously during 2011. This will likely be that case for services grouped under Phases A, B and C.

10. ESTIMATED CONTRACT VALUE

The result of the evaluation of tenders will be the awarding of a Framework Service Contract. The estimated budget for the first year (orders to be placed in 2011) is approximately €80,000 Euros (eighty thousand Euros) which will include all project implementation costs and initial licencing. Over the maximum 4 year period possible under this contract, a total budget of €200,000 (two hundred thousand Euros) is envisaged.

(Please note that depending on budget availability and the needs of the contracting authority, the maximum amount stated above can be increased by up to 50%).

11. PRICE

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

12. PRICE REVISION

Price revision does not apply to this tender procedure.

13. 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.

14. PERIOD OF VALIDITY OF THE TENDER

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

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

ENISA is exempt from all taxes and duties, including value added tax (VAT), pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European

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

16. PAYMENT ARRANGEMENTS

Payments under the Contract shall be carried out within 30 days after an invoice is submitted to ENISA. Payments will be made after receipt and approval of the ordered services by ENISA. Each invoice must specify the specific items covered as per the relevant purchase order.

Please note:

Based on prior written agreement between ENISA and the chosen contractor it may be possible to be part-invoiced following successful completion of each Phase and approval from the Project Manager.

17. CONTRACTUAL DETAILS

The result of the evaluation of tenders will be the awarding of a Framework Service Contract. This Framework Contract lays down the legal, financial, technical and administrative provisions governing the relations between the ENISA and the Contractor during the period of its validity. It shall include the present Call for Tenders document and the technical and financial proposal of the successful tenderer.

All services will be ordered via the issuing of specific Purchase Orders detailing the actual items to be supplied by the contractor. It is anticipated that the products and services requested in Phases A, B and C as detailed in this tender document will be ordered in 2011.

The initial duration of the Framework Contract will be for one (1) year as from the date of signature. The initial duration can be extended by tacit agreement for three (3) further periods of one (1) year each for a total duration of four (4) years. These extensions cover the whole object of the Framework Contract (i.e. licencing, updates & maintenance, help desk services, data backup services and other related services).

Please note that the general conditions of our standard framework service contract cannot be modified. Submission of a tender by a potential contractor implies acceptance of this contract and all of the terms and conditions contained therein. It is **strongly recommended** that you have this draft contract checked and passed by your legal section before committing to submitting an offer.

PART 3 ADMINISTRATIVE DETAILS

1. FORMAL REQUIREMENTS

1.1 Address and deadline for submission of the Tender:

You are invited to tender for this project and requested to submit your tender no later than **2nd September 2011** either by:

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

or

b) **Hand-delivery** (direct or through any authorised representative of the Tenderer) by 16.00 hours on **2nd September 2011** 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: The Procurement Officer PO Box 1309 71001 Heraklion Greece	or	European Network and Information Security Agency (ENISA) For the attention of Procurement Section Science and Technology Park of Crete (ITE) Vassilika Vouton 700 13 Heraklion Greece

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

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

1.2 Presentation of the Offer and Packaging

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

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

OPEN CALL FOR TENDER NO. ENISA P/16/11/TCD
“Provision of a Customer Relationship Management (CRM) product”
NOT TO BE OPENED BY THE MESSENGER/COURIER SERVICE
NOT TO BE OPENED BY THE OPENING COMMITTEE BEFORE 12th SEPT 2011 TENDERED BY THE FIRM: <PLEASE INSERT NAME OF THE TENDERER/COMPANY>

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

OPEN CALL FOR TENDER NO. ENISA P/16/11/TCD
“Provision of a Customer Relationship Management (CRM) product”
NOT TO BE OPENED BY THE OPENING COMMITTEE BEFORE 12th SEPT 2011 TENDERED BY THE FIRM: <PLEASE INSERT NAME OF THE TENDERER/COMPANY>

1.3 Identification of the Tenderer

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

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

a) For private entities:

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

b) For Individuals:

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

c) For Public Entities:

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

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

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

The Tenderer must be clearly identified, and where the Tender is submitted by an organisation, 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.

1.6 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).

1.7 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.

1.8 Language

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

1.9 Opening of the Tenders

The public opening of received tenders will take place on **12th September 2011 at 10:00am** at ENISA Building, Science and Technology Park of Crete, GR - 70013 Heraklion, Greece.

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

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:

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

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

- b) Statement of the undertaking's overall turnover and its turnover in respect of the services to which the contract relates for the previous two financial years.
- c) If tenderers will call on the competences of another entity (for example, a parent company), a written undertaking by the said entity certifying that it will make available to the tenderers the resources required to implement the framework contract.

If, for any valid reason, the service provider is unable to provide the references requested by the contracting authority, he may prove his economic and financial standing by any other document which the contracting authority considers appropriate.

3.3 Technical and professional capacity

Evidence of the technical and professional capacity of the tenderers shall be furnished on the basis of the following documents:

- a) Relevant technical background of the Tenderer in supplying related services for at least 3 years.
- b) Technical knowledge and experience in selling such services to large organizations, both public and private will be considered advantageous to your offer. Provide details of such customers / projects
- c) Curriculum vitae of technical staff (including the trainers) assigned to work on this project.

4. AWARD CRITERIA

4.1 Quality of the Offer

Once the Tenderer has demonstrated the appropriate capacity to perform the Contract on the grounds of the selection criteria, the offer will be assessed on the basis of the award criteria.

No	Qualitative award criteria		Weighting (max. points)
1.	Quality and accuracy of content and structure	Quality of the proposal and accuracy of the description to provide the requested services as detailed in Part 2 of this document.	25/100
2.	Technical capacity of the company	Suitability of the company and staffing structure available for the activities covered by the contract on the basis of their overall suitability as a long term service provider; Quality of experience and references provided.	25/100
3	Compliance with Information Security, Data protection and back-up requirements	Ability of the contractor to demonstrate in a clear manner through the offer to comply with the outlined requirements. Any additional security features will be positively assessed during the evaluation.	25/100
4.	Project Team	Project management and proposed structure of the team dedicated to the Services requested to be performed.	25/100
Total Qualitative Points (QP)			100

Minimum attainment per criterion

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

Minimum attainment overall

Offers scoring less than 60% after the evaluation process will be considered to be of insufficient quality and eliminated from the following phase.

The sum of all criteria gives a total of 100 points. The respective weighting between the different awards criteria depends on the nature of the services required and is consequently closely related to the terms of reference. The award criteria are thus quantified parameters that the offer should comply with. The **qualitative award criteria** points will be weighted at **70%** in relation to the price.

4.2 Price of the Offer

Tenders must state a 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 Financial Offer form (Annex IV) contains seventeen (17) 'Total Price' boxes which shall be completed with a monetary amount (*or zero*) by the tenderer.

$PB = (P1 + P2 + P3 + P4 + P5 + P6 + P7 + P8 + P9 + P10 + P11 + P12 + P13 + P14 + P15 + P16 + P17)$
will then be used in the price formula as shown below

It should be noted that the total price 'PB' is only a notional figure for the purposes of comparing prices between tenderers. It may not reflect the actual purchases to be undertaken by the Agency.

Please note: If any price box is left blank by the tenderer then the Financial Offer will be considered to be invalid and will be eliminated from further evaluation.

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:

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

Where;

- QP** = Qualitative points
- PP** = Weighted price points
- TWP** = Total weighted points score

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

5. PAYMENT AND STANDARD CONTRACT

Payments under the Framework 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"

6. 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.

7. LOTS

This Tender is not divided into Lots.

8. VARIANTS

In the absence of any such indication in the terms of reference your tender should not deviate from the services requested.

9. SCOPE FOR ADDITIONAL SERVICES

ENISA may, at its own discretion, extend the project in duration and/or scope subject to the availability of funding. Any extension of the contract would be subject to satisfactory performance by the Contractor.

10. 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.

11. 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.

12. DRAFT CONTRACT

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

13. SPECIFIC INFORMATION

13.1 Timetable

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

Title: **“Provision of a Customer Relationship Management (CRM) product”**

ENISA P/16/11/TCD

Summary timetable comments

Launch of tender - Contract notice to the Official Journal of the European Union (OJEU)	8th July 2011	Date sent to the OJEU
Deadline for request of information from ENISA	26th August 2011	
Last date on which clarifications are issued by ENISA	28th August 2011	
Deadline for submission of offers	2nd September 2011	in case of hand-delivery (17:00 local time. This deadline is fixed for the receipt of the tender in ENISA's premises)
Opening of offers	12th September 2011	At 10:00 CET +1
Date for evaluation of offers	12th September 2011	At 11:00 CET +1
Notification of award to the selected candidate	Mid-September 2011	Estimated
Contract signature (following '14 day standstill' period)	End-September 2011	Estimated
Commencement date of activities	Start of October 2011	Estimated
Completion date of activities	TBA	Estimated

ANNEX I

Legal Entity Form

The specific form, for either a;

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

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

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

It is obligatory to attach the following documents to the Legal Entity Form:

1. A copy of any official document (e.g. official gazette, register of companies etc) showing the contractor's name, address and the registration number given to it by the national authorities
2. A copy of the VAT registration document if applicable and if the VAT number does not appear on the official document referred to above

ANNEX II

FINANCIAL IDENTIFICATION FORM

- SPECIMEN FOR THE TENDERER -

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

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

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

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

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 a Customer Relationship Management (CRM) product”

ENISA P/16/11/TCD

	Services	unit	unit price	multiplying factor	Total Price
P1	Cost of Phase A	lump sum	€	x 1	€
P2	Cost of Phase B	lump sum	€	x 1	€
P3	Cost of Phase C	lump sum	€	x 1	€
P4	Cost of Phase D	lump sum	€	x 1	€
P5	Cost of Phase E	lump sum	€	x 1	€
P6	Cost of Phase F	lump sum	€	x 1	€
P7	Cost of Phase G	lump sum	€	x 1	€
P8	License cost at Management Level	annual/per user	€	x 8	€
P9	License cost at Administrator Level	annual/per user	€	x 5	€
P10	License cost at Basic Users Level	annual/per user	€	x 30	€
P11	License or other costs for external users (For access to portals, e-surveys etc.)	annual/per user	€	x 100	€
P12	Help Desk services -24/7	per year	€	x 1	€
P13	Help Desk services - business hours only	per year	€	x 1	€
P14	Producing and delivering to ENISA regular data backup (as defined in Article 3.5)	per year	€	x 1	€
P15	Updates and Maintenance (as defined in Article 3.10)	per year	€	x 1	€
P16	"Kick off" meeting after contract signature for one day at ENISA's premises. (Return air travel - economy class + accommodation/subsistence)	per round trip	€	X (Number of consultants to attend meeting)	€
P17	*Any other costs not specified above (if applicable) please specify in detail on a separate sheet.	lump sum	€	x 1	€
(NOTIONAL) TOTAL COST (P1 to P17)					€

PB

Please provide your prices for each blank box as shown above. **You must fill in all price boxes even if the cost is zero.** Failure to complete all price boxes will result in your financial offer being declared invalid.

Print name:
(of the Tenderer or authorised representative)

Signature:

Date:

ANNEX V

Model Framework Service Contract template

(See attached file)

ANNEX VI

DECLARATION BY THE AUTHORISED REPRESENTATIVE(S):

NAME OF LEGAL REPRESENTATIVE	
<i>I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.</i>	
First name	
Last name	
Title (e.g. Dr, Mr, Mrs)	
Position (e.g. Manager, Director)	
Telephone number	
Fax number	
e-mail address	
Website	
NAME OF 2 nd LEGAL REPRESENTATIVE <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
Leader of the Consortium <i>(person authorised to conclude contract)</i>		
Partner 1*		
Partner 2*		

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

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

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

ANNEX VIII

Sub-contractors form

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

* add additional lines for subcontractors if required.

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

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

ANNEX IX Document CHECKLIST

WHAT MUST BE INCLUDED IN THE TENDER SUBMISSION:

PLEASE TICK EACH BOX AND **RETURN THIS CHECKLIST**

TOGETHER WITH YOUR OFFER

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

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

Print name:

Signature:

Date:

(of the Tenderer or authorised representative)

⁴ 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.

⁵ 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.