

OPEN CALL FOR TENDERS

*LOT 1 concludes with: **Multiple Framework service contracts with ‘re-opening of competition’***

*LOT 2 concludes with a **single Framework service contract***

Tender Documentation

Awareness Raising and Digital Communications services

ENISA F-EDO-21-T34

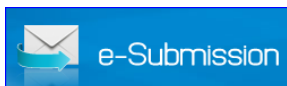
“LOT 2 - Digital Communications services”

Part 1 Introduction to ENISA

Part 2 Terms of Reference

Part 3 Tender Specifications

Annex I	Legal Entity & Financial ID Forms
Annex II	Simplified Financial Statement form
Annex III	Declaration on honour on exclusion criteria and selection criteria
Annex IV(b)	Financial Offer form
Annex V	Draft Framework Service contract
Annex VI	Power of Attorney for Consortium Forms
Annex VII	Sub-Contractors Form
Annex VIII	Administrative ID and Declaration form



*Offers via e-Submission portal **ONLY***

CONTENTS

PART 1 ABOUT ENISA	4
 PART 2 TERMS OF REFERENCE	6
I. SCOPE OF THIS TENDER.....	6
1. GENERAL DESCRIPTION OF THE REQUIRED SERVICES	7
2. DESCRIPTION OF SERVICES TO BE PROVIDED	7
3 QUALITY CONTROL.....	10
4 SPECIFIC REQUIREMENTS.....	10
4.1 Provision of services - Contract Manager.....	10
4.2 Standard Reporting obligations under the Framework Contract	10
4.3 Presentation and references	11
5. CONTENT AND PRESENTATION OF THE TECHNICAL OFFER	11
6. CONTENT AND PRESENTATION OF THE FINANCIAL OFFER.....	12
7. TENDER RESULT AND ESTIMATED CONTRACT VALUES	12
8. DATA PROTECTION AND TRANSPARENCY.....	12
9. MARKING OF SUBMITTED DOCUMENTS.....	14
10. PRICE	15
11. PRICE REVISION	15
12. COSTS INVOLVED IN PREPARING AND SUBMITTING A TENDER	15
13. PERIOD OF VALIDITY OF THE TENDER.....	15
14. PROTOCOL ON PRIVILEGES & IMMUNITIES OF THE EUROPEAN UNION	15
15. PAYMENT ARRANGEMENTS.....	15
16. CONTRACTUAL DETAILS	15
 PART 3 TENDER SPECIFICATIONS	17
1. INFORMATION ON TENDERING	17
2. STRUCTURE AND CONTENT OF THE TENDER.....	18
3. ASSESSMENT AND AWARD OF THE CONTRACT	21
3.1 EXCLUSION CRITERIA	22
3.2 SELECTION CRITERIA	23

3.3	AWARD CRITERIA	27
4.	TENDER OPENING	29
5.	OTHER CONDITIONS	29
5.1	Validity	29
5.2	Lots	29
5.3	Additional Provisions	29
5.4	No obligation to award the contract	29
6.	SPECIFIC INFORMATION	30
6.1	Timetable	30

1.1 INTRODUCTION

The European Union Agency for Cybersecurity (ENISA) was established by the European Parliament and the Council Regulation (EU) No 2019/881 of 17 April 2019 (OJ L 151/15, 07.06.2019). ENISA contributes to EU cyber policy, enhances the trustworthiness of ICT products, services and processes with cybersecurity certification schemes, cooperates with Member States and EU bodies, and helps Europe prepare for the cyber challenges of tomorrow.

1.2 SCOPE

The European Union Agency for Cybersecurity, ENISA, is the Union's agency dedicated to achieving a high common level of cybersecurity across Europe. Established in 2004 and strengthened by the EU Cybersecurity Act, the European Union Agency for Cybersecurity contributes to EU cyber policy, enhances the trustworthiness of ICT products, services and processes with cybersecurity certification schemes, cooperates with Member States and EU bodies, and helps Europe prepare for the cyber challenges of tomorrow. Through knowledge sharing, capacity building and awareness raising, the Agency works together with its key stakeholders to strengthen trust in the connected economy, to boost resilience of the Union's infrastructure, and, ultimately, to keep Europe's society and citizens digitally secure.

The permanent mandate and enhanced role of the Agency established by the 2019 EU Cybersecurity Act (CSA) and ENISA's new strategy are two milestones that mark an unprecedented and exciting period in the 17 years of the Agency's life. ENISA aims to build from these two success stories and continue to raise cybersecurity awareness in the EU public fora. In addition as regards to Article 3 (1c) of the MB decision MB/2020/9 planning, coordinating and implementing communication and outreach activities, the Agency needs to support the necessary activities to fulfil tasks as set out in Art. 21 and 23 of the CSA.

In order to do so the Agency's communications sector supports the implementation of the Agency's Annual Work Programme and has developed a Multi-Annual Communication Strategy and a brand positioning strategy. The strategy lists the steps that the Agency needs to undertake to strengthen its existing communication activities and credibility among its key stakeholders while serving its strategic and policy goals.

1.3 OBJECTIVES

The Agency's objectives are as follows:

- ENISA shall be a centre of expertise on cybersecurity by virtue of its independence, the scientific and technical quality of the advice and assistance it delivers, the information it provides, the transparency of its operating procedures, the methods of operation, and its diligence in carrying out its tasks.
- ENISA shall assist the Union institutions, bodies, offices and agencies, as well as Member States, in developing and implementing Union policies related to cybersecurity, including sectoral policies on cybersecurity.
- ENISA shall support capacity-building and preparedness across the Union by assisting the Union institutions, bodies, offices and agencies, as well as Member States and public and private stakeholders, to increase the protection of their network and information systems, to develop and improve cyber resilience and response capacities, and to develop skills and competencies in the field of cybersecurity.
- ENISA shall promote cooperation, including information sharing and coordination at Union level, among Member States, Union institutions, bodies, offices and agencies, and relevant private and public stakeholders on matters related to cybersecurity.

- ENISA shall contribute to increasing cybersecurity capabilities at Union level in order to support the actions of Member States in preventing and responding to cyber threats, in particular in the event of cross-border incidents.
- ENISA shall promote the use of European cybersecurity certification, with a view to avoiding the fragmentation of the internal market. ENISA shall contribute to the establishment and maintenance of a European cybersecurity certification framework in accordance with Title III of this Regulation, with a view to increasing the transparency of the cybersecurity of ICT products, ICT services and ICT processes, thereby strengthening trust in the digital internal market and its competitiveness.
- ENISA shall promote a high level of cybersecurity awareness, including cyber-hygiene and cyber-literacy among citizens, organisations and businesses.

2. ADDITIONAL INFORMATION

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


PART 2 TERMS OF REFERENCE

I. SCOPE OF THIS TENDER

The purpose of this Call for Tenders is to provide **support for ENISA's digital communications** including design of related communication campaigns and plans, digital mapping, production of content and digital assets, campaign implementation and dissemination.

By means of this Call for Tenders ENISA seeks to find one suitably qualified contractor to support the implementation of its digital communication strategy by providing the services as stipulated in the Technical Specifications outlined below. A framework service contract will be offered to the successful tenderer. Whenever the Agency wishes to perform complex digital communications and get hands-on advice, orders will be placed by means of Order Forms, which will be considered as supplementary agreements to the framework contract. The actual volume of each order will depend on the needs of ENISA.

Subject of the tender	Maximum budget
LOT 2 - Digital Communications services	A maximum budget of €500.000,00 (five hundred thousand euro) over the maximum possible period of 4 years
Last date for <u>dispatch</u> of offers	4th October 2021 until 18:00 CEST
<p>PLEASE NOTE: <i>This tender procedure is limited to tenderers which are legally incorporated or which have an incorporated subsidiary in a member state of the European Union/EEA as well as SAA countries¹. The Agreement on Government Procurement (GPA) does not apply to EU Regulatory Agencies and as such, ENISA cannot accept offers from legal entities based in 'third countries'.</i></p> <p>IMPORTANT: For entities outside the EU (including UK based entities):</p> <p><i>The United Kingdom is now considered a 'third country by the European Union'. ENISA cannot therefore accept submissions from legal entities based in the UK, nor can a UK legal entity be nominated as part of a consortium. Subcontracting of UK (and other third country) entities is allowed. In these cases, any transfer of personal data to third countries shall only take place after prior authorisation of ENISA and shall fully comply with the requirements laid down in Chapter V of Regulation (EU)2018/1725.</i></p>	

Method of submitting tenders:  e-Submission	e-Submission portal	YES
	<i>Courier or postal service</i>	NO
	<i>By hand</i>	NO
	<i>By email</i>	NO

¹ Under the Stabilisation and Association Agreements (SAA) economic operators established in FYROM, Albania, Montenegro, Serbia, Bosnia and Herzegovina and Kosovo have been granted access to procurement procedures of the Union institutions, agencies and bodies.

1. GENERAL DESCRIPTION OF THE REQUIRED SERVICES

The overall aim of this Call for Tenders is to contribute towards making the Agency's online communication activities outstanding in an increasingly crowded digital environment and maximise its impact online.

This tender procedure covers the design, development, execution, monitoring, evaluation, and impact assessment of digital communications and campaigns, including production of creative assets, delivery and other related services for various types of dissemination and promotional activities. It is aligned to ENISA's multiannual communications strategy, brand positioning strategy and corporate visual identity. It is important to note that ENISA expects to be offered high quality services in line with latest market communications trends in the most effective way possible.

The services requested under this contract are designed to complement the broader communications strategy and aim to achieve the following objectives:

- Generate wide awareness of cybersecurity and ENISA's activities;
- Position ENISA, as the key source of information on cyber matters in the digital sphere across Europe;
- Energise and nurture audience online engagement, by including Brussels-based stakeholders online (MEPs, key-decision and policy makers), social media cybersecurity influencers and professionals/students in the cyber field;
- Create digital advocates for ENISA;
- In case of crisis communications, disinformation, or reputational issues more broadly—support and advise ENISA to leverage its digital presence; provide support to also understand what is being said and by whom (source of information) and if necessary, react and disseminate messages.

Services are to be delivered according to the highest standards and latest communications and design trends through a framework contract, in an efficient, and timely manner.

The profiles for different consultancy services as well as relevant 'scenarios' are listed in **Annex IV - Financial Offer form**. This form must be fully completed by the tenderer and a price calculated for each scenario in order for the bid to be considered eligible and consequently evaluated.

2. DESCRIPTION OF SERVICES TO BE PROVIDED

The prospective contractor should be able to deliver and devise digital communications campaigns and propose creative designed collateral material according to the scope of the Agency's work, overarching objectives and target audiences.

The contractor shall be requested to adapt existing communications plans, messaging and creative art work. Therefore, the collaboration of the prospective contractor with a strategic digital communications consultant and a graphic designer will be considered as a pre-requisite.

The prospective contractor will be requested to provide services from the following non-exhaustive list:

a) Conception of digital communication strategies and consultancy services that may include:

- **Digital stakeholder mapping:** perform a social media mapping to identify online influencers and key opinion leaders (KOLs), bloggers, ambassadors on cybersecurity

issues; prepare profiles of different existing and potential digital stakeholders and target audiences (matching ENISA stakeholders strategy); advice on how to best match their information needs and preferences;

- **Review ENISA social media policy:** to ensure successful, efficient and consistent social media engagement, ENISA has developed a comprehensive set of rules to guide its activities across digital channels. The ENISA social media policy needs to be reviewed against the organisation strategic and corporate objectives, to determine the tone and style of ENISA's digital communication dictated by our branding strategy, optimal post frequency and establish clear principles of engagement, including 'dos and don'ts', internal approval protocols, and escalation plan.
- **Advice on how to leverage digital presence in case of communications crisis,** disinformation or reputational issues more broadly - to understand what is being said and by whom (source of information) and if necessary, react and disseminate messages.
- **Advice to ENISA for the conception of digital communication strategies** in the field of multimedia and web services, including suggesting the use of new tools where appropriate, not used currently or before by the Agency.
- **Identifying target audiences and their needs,** giving advice on the appropriate channels (such as social media, websites and other online platforms) to be used in designing digital communications campaigns.
- **Social listening and social network analysis:** conduct a social listening analysis and study on existing ENISA social media channels and how they are used to reach to the target audiences and serve the Agency's communications needs. Assess if the Agency should consider using other social media channels and what resources it would have to allocate to manage additional channels.
- **Provide advice on social media listening and analytics tools to be used** to better manage its social media presence, monitor and evaluate its efforts.
- **Advice on web presence:** as a channel, support ENISA generate wide awareness of cybersecurity and recognition of its activities.
- **Employee digital engagement:** assisting ENISA in entrusting selected employees with communication tasks by providing hands-on training/workshop, experts advice and working closely with the communications team (i.e. in charge of social media communications, or in charge of mining stories and sharing them with the communications team, or identifying potential "social media ambassadors", seeking new and creative ideas to contribute to ENISA's vision) to engage with online audiences.
- **Social media calendar:** develop a yearly social media calendar which identifies key milestones and relevant international days and draft social media posts together with suggested accompanying social assets (e.g. videos, imagery, quotes, testimonials, use of emojis and GIFs, etc.) that will help build the ENISA brand. Content should be adapted per channel and be mobile-user friendly.

b) Support with the design and implementation of digital communication campaigns and/or communications plans for ENISA's publications, deliverables and events :

- **Advice/consultancy for the concept, design and preparation of integrated and user-centric communications and information actions around ENISA's key activities**, both for communications campaigns and single events within the campaigns, including the identification of appropriate target groups, online communication channels/tools, messages, partners and relay organisations, time schedules, targets for communications impact and monitoring tools etc. as part of an integrated strategy;
- **Advice/consultancy on digital communications** campaigns including viral marketing, social media and new technology channels (web TV, smart phones, podcasts, etc.);
- **Development of concept, design, plan and implementation** of the communications campaign or single communications event at national and/or European level;
- **Development of messages**, background information materials, presentations appropriate to the target audience, including provision of content for social media and advice on storytelling;
- **Development of digital assets** to support the campaign objectives and assist in the dissemination of messages. Assets may include infographics, short videos, twitter cards, factsheets, podcasts, and other innovative formats adapted on the target audience, channels and platforms used on a case by case basis.
- **Assistance with paid digital campaigns**: Setting up and management of social media campaigns, helping ENISA identify target audiences, campaign objectives, channels to be used and appropriate budget to be invested. Channels may include LinkedIn, Twitter and Facebook but more channels may be identified/proposed by ENISA and used in the future.
- **Campaign monitoring and evaluation**: identify effective tools for monitoring and evaluating the impact and success of online communication activities once a project or campaign has been launched or carried out. Carry out such evaluation exercises and provide concrete metrics and analytics on the reach, engagement and other KPIS in appropriate reports previously agreed with ENISA.

It should be noted that the list above is non-exhaustive and that the future contractor may be asked by ENISA to provide support in other areas falling within the scope of digital communications activities.

The Agency expects to receive creative, innovative proposals to boost online engagement, which fit and ideally go beyond, the Agency's scope of work. The contractor should ensure compliance with ENISA's Communication and Brand Positioning Strategy and ENISA's Corporate Visual Identity (CVI) for all the produces materials and assets. It should also ensure compliance with Copyright/Intellectual Property legislation for any graphics/photos or other third party materials/content to be used.

3 QUALITY CONTROL

The Contractor will provide constant quality monitoring to ensure that:

- there are no errors in communication product's content, format, structure, and /or layout
- style and aesthetic quality of the delivered product meets requirements related to the target audience and technical specifications
- final product is compliant with the current ENISA CVI, the EU Interinstitutional Style Guide, and/or other guidelines provided by ENISA .

4 SPECIFIC REQUIREMENTS

4.1 PROVISION OF SERVICES - CONTRACT MANAGER

ENISA will designate a contact point to run this contract and it expects the prospective contractor to designate a Project Manager (and designated backup) to act as the (single) point of contact for all Agency needs.

The contract manager shall be responsible for the overall management and administration of the framework contract including the organisation of appointment schedules, requests from and communication with ENISA, i.e. invoicing, etc. The nominated contract manager shall be able to communicate fluently in the English language. The contractor shall provide an e-mail address and phone number to which all communication shall be channelled.

The prospective contractor shall ensure that sufficient provisions are made to ensure all holidays/absences of its staff are adequately covered, in order to ensure continuous provision of services subject to the contract during all regular working days in Greece, from 08:00 to 18:00 during working days (Monday to Friday).

The tenderer shall also include a description of the working method and working arrangements in place. All communication with ENISA will be in English, being the working language of ENISA, and all deliverables must be provided in English.

4.2 STANDARD REPORTING OBLIGATIONS UNDER THE FRAMEWORK CONTRACT

Typical Deliverable	Title and description
D1	Individual campaigns Report – must indicate the services provided and the actual deliverables by making references to the actual timing needed and corresponding budget. To also include relevant information on the channels used or statistical campaign measurements/data, as requested by ENISA. The report has to be submitted jointly with the invoice for each campaign.

D2	Ad-hoc reports – as required, upon separate request of the ENISA Communications team. (i.e. reporting back to management, consolidated annual reports etc.)
D3	Final report – shall describe the services performed throughout the duration of the framework contract, the problems encountered and solutions found, any limitations or obstacles due to unforeseen problems (if applicable). It should be attached to the last invoice to be paid by the ENISA in line with the contractual terms. The Final report must include: an executive summary in English of the main services provided and an abstract of no more than 200 words.

4.3 PRESENTATION AND REFERENCES

The data in above reports shall be presented with an appealing layout, containing tables as well as appropriate graphics to illustrate the services provided.

All reports must be sent to ENISA by the prospective contractor in electronic format, duly signed. They should have numbered paragraphs and pages and a clear identification, including:

- the contract number,
- Title,
- Version (draft, revision or final) and
- Date

5. CONTENT AND PRESENTATION OF THE TECHNICAL OFFER

The Tenderer shall enclose with their “Technical Offer”, all documents and information that will enable its offer to be assessed in terms of quality and of compliance with the specifications above (the technical description).

The Technical Offer shall include the following:

- Presentation of tender proposal;
- Evidence and material demonstrating expertise in the fields covered by this call for tender;
- Management practices, planning and resource allocation to tasks and experts, available to be used in order to meet the Agency’s requirements.
- Project management methodology that will be used for projects under this framework contract, explaining how possible projects would be carried out efficiently, timely and effectively;
- The procedure for the provision of consultants (e.g., backup solutions etc.);
- In the case of a tender being submitted by a consortium, a description of the input from each of the consortium members and the distribution and interaction of tasks and responsibilities between them;

- A description of sub-contracting arrangements foreseen, if any, with a clear indication of the tasks that will be entrusted to a sub-contractor and the award methods to be used in relation to these tasks. A statement by the tenderer guaranteeing the eligibility of any sub-contractor shall be included as well, in case the subcontractor/s are not known at the moment of the tender submission.

The content of the technical offer is important for the award of the contract and the future execution of any resulting contract. Some guidelines are given above, but attention is also drawn to the award criteria, which define those parts of the technical proposal to which the tenderers should pay particular attention.

The technical proposal should address all matters laid down in the technical specifications as described. Please note that, to ensure equal treatment to all tenderers, it is not possible to modify your offer after the expiry date. Consequently, incompleteness in this section can only result in a negative impact for the evaluation of the award criteria.

6. CONTENT AND PRESENTATION OF THE FINANCIAL OFFER

The Financial offer must be drawn up using the **Financial Offer form (see Annex IV)**.

In order to be considered a valid offer, it must be duly filled in, dated, stamped, and signed by the authorised person.

Please take special care to enter prices **in all boxes** as described. Failure to provide a fully completed form may result in your offer being declared invalid and not being further evaluated.

7. TENDER RESULT AND ESTIMATED CONTRACT VALUES

The result of the evaluation of tenders will be the awarding of a Framework Service Contract. The estimated overall maximum contract value without this being binding for ENISA is **five hundred thousand Euro (€ 500,000.00)** over a maximum possible period of four (4) years.

(Please note that in the case where unforeseen circumstances result in this contract being consumed faster than originally planned, the Agency reserves the right to consider conducting a 'Negotiated procedure without prior publication of a contract notice' with the existing contractor in order to increase the maximum amount stated above by up to 50%. This procedure being fully in accordance with Article 164(4) and Annex I - point 11.1(e) of the EU Financial Regulation (FR)).

8. DATA PROTECTION AND TRANSPARENCY

Processing of personal data in the context of this contract shall comply with the legal framework on data protection, i.e.:

- **Regulation (EU) 2018/1725² ('the EDPR')** as concerns personal data processing by the selected contractor, processing data in execution of the contract with ENISA.

² Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC, OJ L 295/39 21.11.2018

The EDPR constitutes the specific data protection legal framework applicable to institutions, bodies, offices and agencies of the European Union, including ENISA, mirroring the GDPR applicable within the Union.

ENISA is the controller under this Regulation and the prospective contractor is the processor. The processor shall act only under the instructions of ENISA. ENISA's terms and conditions concerning procurement contracts are included in Article II.9.2 of the draft contract in Annex V.

- **Regulation (EU) 2016/679³ (General Data Protection Regulation – ‘the GDPR’)** as concerns personal data processing carried out by the contractor on its proper behalf as a controller.

Processing of personal data by ENISA as contracting authority:

Information on the processing of personal data by ENISA as contracting authority in charge of the present procurement procedure is available in the Privacy Statement on the ENISA website as well as in Article II.9.1 of the draft contract in Annex IV. In this context, please be informed that ENISA may register your personal data as a tenderer or selected contractors in the Early Detection and Exclusion System (EDES) if you are in one of the situations mentioned in Article 136 of the Financial Regulation. The relevant Privacy Statement is available on the European Commission's website, here:

http://ec.europa.eu/budget/explained/management/protecting/protect_en.cfm#BDCE.

Processing of personal data by the selected contractor:

Personal data processing in execution of the contract between ENISA and the selected contractors shall comply with Regulation (EU) 2018/1725 (the EDPR).

The processing of personal data shall happen in accordance with Article 29 of the EDPR. In particular, the selected contractor shall comply with the following:

- to process the personal data only on documented instructions of ENISA, in particular with regard to the purposes of the processing, the categories of data that may be processed, the recipients of the data and the means by which the data subject may exercise its rights;
- to abide in particular by ENISA's data protection policies as regards the confidentiality of electronic communications (Section 3 EDPR) and the processing of personal data in web services;
- to ensure that access to personal data is granted to the extent strictly necessary for the implementation of the contract and to ensure that persons authorised to process the personal data have committed themselves to confidentiality ;
- to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risks, in particular the risk of accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the personal data, processed or stored;
- not to engage another processor of personal data (i.e. by means of a subcontract), without prior written authorisation of ENISA. Where another processor is engaged for carrying out specific processing activities on the personal data, the same data protection obligations as set out in the contract shall be imposed on the other processor;

³ Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, OJ L 119, 4.5.2016, p. 1–88

- to assist ENISA in the fulfilment of the controller's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the EDPR;
- to assist ENISA with its obligations with regard to security of processing, the notification obligations in case of a personal data breach, as well as where applicable cooperation in data protection impact assessments (DPIAs) and prior consultations with the European Data Protection Supervisor (the EDPS)⁴, outlined in Art. 33 to 40 of the EDPR ;
- to make available to ENISA all information to demonstrate compliance with the obligations laid down in the EDPR and to allow for and to contribute to audits, including inspections, conducted by ENISA or another auditor mandated by ENISA;
- As concerns the localisation of and access to the personal data, to comply with the following:
 - the personal data shall only be processed and held in data centres within the territory of the European Union and the European Economic Area and will not leave that territory. This includes also any backup centres and location of backup data.;
 - the contractor may not change the location of data processing without the prior written authorisation of ENISA ;
 - The contractor shall inform ENISA in case of any need for transfer of personal data to third countries or international organisations and will perform such transfer only after written authorisation by ENISA. Any transfer of personal data to third countries or international organisations shall fully comply with the requirements laid down in Chapter V of the EDPR ;
 - The contractor shall notify ENISA without delay of any legally binding request for disclosure of the personal data processed on behalf of ENISA made by any national public authority, including an authority from a third country. The contractor may not give such access without the prior written authorisation of ENISA;
 - To contact the Data Protection Officer (DPO) of ENISA, in charge of monitoring data protection compliance, with any questions arising or in case of need for assistance concerning personal data protection dataprotection@enisa.europa.eu.

In addition, **Article II.9.2 of the draft contract** provided in Annex V is applicable.

Confidentiality:

ENISA will disregard general statements that the whole tender or substantial parts of it contain confidential information. Tenderers need to mark clearly the information they consider confidential and explain why it may not be disclosed. The EU body reserves the right to make its own assessment of the confidential nature of any information contained in the tender.

9. MARKING OF SUBMITTED DOCUMENTS

The tenderer SHOULD NOT mark tender documents (for e.g. the header or footer) with any of the following words: RESTRICTED, CONFIDENTIAL, SECRET or TOP SECRET. If the tenderer considers that such markings are required, a prior approval from the ENISA Procurement Coordinator should be obtained BEFORE sending the tender documents. The tenderer should be aware that the information

⁴ <http://www.edps.europa.eu>

sent to ENISA for procurement purposes is handled in accordance with the governing rules for EU Public Procurement and the EU Financial Regulation framework.

10. PRICE

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

11. PRICE REVISION

The price quoted must be fixed and not subject to revision during the first year of performance of the contract. From the beginning of the second year of performance of the contract, prices may be revised in accordance with Article I.3.3 of the framework contract.

12. COSTS INVOLVED IN PREPARING AND SUBMITTING A TENDER

ENISA will not reimburse any costs incurred in the preparation and submission of a Tender. Any such costs must be paid by the Tenderer.

13. PERIOD OF VALIDITY OF THE TENDER

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

14. PROTOCOL ON PRIVILEGES & IMMUNITIES OF THE EUROPEAN UNION

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

15. PAYMENT ARRANGEMENTS

Payments under the Contract shall be carried out, subject to prior approval of the report accompanying the invoices, listing the services rendered, within 60 days of submission of an invoice accompanying the final report or deliverable based on the conditions set out in the draft contract.

16. CONTRACTUAL DETAILS

A Framework Service Contract will be proposed to the successful candidate. Selection of a candidate and / or signature of the Framework Service Contract imposes no obligation on ENISA to order services.

The contract and its annexes draw up the legal, financial, technical and administrative provisions governing the relations between the Agency and the Contractor during its period of validity.

The tender will conclude, valid as of the date of the last signature, with a one-year Framework Service contract, tacitly renewable up to three times for a maximum of four years.

The Agency reserves the right to end the contract at any time, without any obligation to invoke the reason for it, at one months' notice. The Tenderer's offer must be drafted taking fully into account the provisions of the draft Framework Service contract annexed to this call for tenders (See draft contract, in Annex V).

Please note that the general conditions of our standard 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 services before committing to submitting an offer.

PART 3 TENDER SPECIFICATIONS

1. INFORMATION ON TENDERING

1.1 CONTRACTUAL CONDITIONS

In drawing up their offer, the tenderer should bear in mind the provisions of the draft contract (Annex V) attached to this invitation to tender particularly those on payments, performance of the contract, confidentiality, and checks and audits. Submission of a tender by a potential contractor implies acceptance of this contract and all of the terms and conditions contained therein. Any limitation, amendment or denial of the terms of contract will lead to automatic exclusion from the procurement procedure.

It is strongly recommended that you have this draft contract checked and passed by your legal representative before committing to submitting an offer.

Before the contract is signed, the Agency may decide to abandon the procurement procedure or cancel the award procedure without the tenderers being entitled to claim any compensation.

1.2 JOINT TENDERS (IF APPLICABLE)

A joint tender is a situation where a tender is submitted by a 'group' of economic operators (consortium). Joint tenders may include subcontractors in addition to the joint tenderers.

Tenders can be submitted by groupings of service providers/suppliers who will not be required to adopt a particular legal form prior to the contract being awarded. However, the Agency will require the grouping:

- Either to have the contract signed by all members (partners) of the grouping. In this case, one of them, as 'Lead Partner', will be responsible for the receipt and processing of payments for members of the grouping, for managing the service administration and for coordination of the contract;
- Or to have the contract signed by the 'Lead Partner' only, who has been duly authorised by the other members to bind each of them (a fully completed 'power of attorney' form for each member of the Group will be attached to the contract according to the template provided by the Agency).

In addition, the composition and constitution of the grouping, and the allocation of the scope of tasks amongst the members, shall not be altered without the prior written consent of the Agency, which can be withheld at its discretion.

In case of a joint offer, each member of the grouping shall provide the following:

- a **Legal Entities form** and a **Power of Attorney of each consortium partner**, must be filled in, signed by (an) authorised representative(s), scanned and uploaded in the corresponding section.
- a **Declaration of honour with respect to the Exclusion Criteria and absence of conflict of interest** must be filled in, signed by (an) authorised representative(s), scanned and uploaded in the corresponding section.

1.3 LIABILITY OF MEMBERS OF A GROUP

Partners in a joint offer assume **joint and several liability** towards the Agency for the performance of the contract as a whole.

Statements, saying for instance:

- That one of the partners of the joint offer will be responsible⁵ for only one part of the contract and another one for the rest, or
- That more than one contract should be signed if the joint offer is successful

are thus incompatible with the principle of joint and several liability. The Agency will disregard any such statement contained in a joint offer, and reserves the right to reject such offers without further evaluation, because they do not comply with the tendering specifications.

1.4 SUBCONTRACTING

Subcontracting is permitted in the tender but the contractor will retain full liability towards the Contracting Authority for performance of the contract as a whole.

If the tenderer intends to subcontract part of the service, they shall indicate in their offer which part will be subcontracted and to what extent (% of the total contract value).

Tenderers must ensure that Article II.7 of the contract (Annex V) can be applied to subcontractors.

Tenderers must give an indication of the proportion of the contract that they intend to subcontract.

Tenderers are required to identify all subcontractors.

During contract execution, any change of a subcontractor identified in the tender will be subject to prior written approval of the Contracting Authority.

2. STRUCTURE AND CONTENT OF THE TENDER

2.1 GENERAL

Tenders must be written in **one of the official languages** of the European Union. The working language of ENISA is English.

Tenders must be written in a clear and concise manner, with continuous page numbering. Since tenderers will be judged on the content of their written bids, they must make it clear that they are able to meet the requirements of the specifications/terms of reference.

2.2 STRUCTURE OF THE TENDER

Based on the **e-Submission** environment⁶, all tenders must provide information and supporting documentation in two sections:

⁵ not to be confused with distribution of tasks among the members of the grouping

⁶ For detailed instructions on how to submit a tender please consult the e-Submission Quick Guide available at: https://webgate.ec.europa.eu/digit/opsys/esubmission/assets/documents/manual/quickGuide_en.pdf

- 1) Qualification - data and documentation;
- 2) Tender offer - data and documentation.

2.3 QUALIFICATION DATA

a) Identification of the Tenderer

The tenderer must fill in all required fields in the qualification section. In case of a joint tender the consortium name has to be provided and an identification of every party in the consortium needs to be added.

The following information should also be provided:

(i) Legal Entities

In order to prove their legal capacity and their status, all tenderers and identified subcontractors must provide a Legal Entity Form with its supporting evidence.

However, the subcontractor(s) shall not be required to fill in or provide those documents when the services represent less than 20% of the overall contract value.

The Legal Entity Form can be generated via the e-Submission application. Alternatively, a standard template in each EU language is available at:

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

Tenderers must provide the following information if it has not been included with the Legal Entity Form:

- For **legal persons**, 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. Any delegation of this authorisation to another representative not indicated in the official appointment must be evidenced.
- For **natural persons**, where applicable, a proof of registration on a professional or trade register or any other official document showing the registration number.

(ii) Financial identification

The tenderer (or the single point of contact in case of joint tender) must provide a Financial Identification Form and supporting documents. Only one form per offer should be submitted (no form is needed for subcontractors and other joint tenderers). The form is available at:

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

Remark: Tenderers that are already registered in the Agency's accounting system (i.e. they have already been direct contractors **with ENISA** in the past) must provide the filled in form but are not obliged to provide the supporting evidence.

The form needs to be printed, filled in and then scanned and uploaded in the Qualification section. In case of a joint tender, it has to be uploaded in the **"Documents"** section of the Consortium Leader.

(iii) Power of Attorney

In case of a joint tender, an Agreement / Power of Attorney for each partner must be filled in, signed by (an) authorised representative(s), scanned and uploaded. Please choose 'Model A' for an ad hoc grouping or 'Model B' for a legally constituted consortium - see templates in Annex VI (a) and (b)

(iv) Lots interested in (only in case the tender has multiple lots)

The tenderer must indicate for which lots the tender is applicable, by ticking the relevant boxes in the section: *"Interested in the following lots"*.

b) Information regarding exclusion and selection criteria:

The tenderer is requested to submit the following documents:

1. Declaration by the Tenderer relating to the exclusion criteria (see 3.1 below)

The filled-in Declaration form.

In case of a joint tender, each member of the consortium has to submit a declaration under the respective party name (see template in Annex III)

2. Documents certifying economic and financial capacity (see 3.2.2 below)

In case of a joint tender, each member of the consortium has to submit the documents under the respective party name.

3. Proof of technical and professional capacity (see 3.2.3 below)

In case of a joint tender, each member of the consortium has to submit the documents under the respective party name.

If any of the above documents are associated with a specific Lot, please indicate for which Lot it is applicable inside the document AND in the Description field of the attachment (*only in case the tender has multiple lots*).

2.4 TENDER DATA

a) Technical proposal

The technical section is of great importance in the assessment of the bids, the award of the contract and the future execution of any resulting contract.

The technical offer must cover all aspects and tasks required in the technical specification and provide all the information needed to apply the award criteria. Offers deviating from the requirements or not covering all requirements may be excluded based on non-conformity with the tender specifications, and will not be evaluated.

The technical tender needs to be uploaded in the relevant section:

The tenderer selects the "Technical Tender" document from the dropdown box ("Financial Tender or Technical Tender"). The e-Submission application allows attachment of as many documents as necessary.

b) Financial proposal

- All tenders must contain a financial proposal, to be submitted **using the form attached as Annex IV.**

The tenderer's attention is drawn to the following points:

- Prices must be quoted in **euro**, including the countries that are not in the euro-zone. As far as the tenderers of those countries are concerned, they cannot change the amount of the bid because of the evolution of the exchange rate. The tenderers choose the exchange rate and assume all risks or opportunities relating to the rate fluctuation.
- **Prices must be fixed amounts.**
- **Estimated travel and daily subsistence allowance expenses must be indicated separately.**
(only if applicable to this procedure)

This estimate should be based on Articles I.5 and II.22 of the draft framework contract (Annex V). This estimate will comprise all foreseen travel and will constitute the maximum amount of travel and daily subsistence allowance expenses to be paid for all tasks.

- **Prices must be quoted free of all duties**, taxes and other charges, including VAT, as the European Union is exempt from such charges under Articles 3 and 4 of the Protocol on the privileges and immunities of the European Union. The amount of VAT may be shown separately.
- Prices shall be fixed and not subject to revision during the performance of the contract.

The total price needs to be encoded in the e-Submission application⁷.

- In the box labelled '**Total amount exclusive of taxes**' – please add the amount Total P_B from your Financial Offer form.
- In the box labelled '**Total taxes amount**' – please put zero *(if this is not accepted by system then enter 0,01)*
- In the box labelled '**Total amount**' – again simply add the amount Total from your Financial Offer form or the maximum budget assigned for this tender

The completed Financial Offer form(s), MUST ALSO be uploaded in the relevant section:

The tenderer selects the "Financial Tender" document from the dropdown box ("Financial Tender or Technical Tender"). The e-Submission application allows attachment of as many documents as necessary.

3. ASSESSMENT AND AWARD OF THE CONTRACT

The assessment will be based on each tenderer's bid. All the information will be assessed in light of the criteria set out in these specifications. The procedure for the award of the contract, which will concern only admissible bids, will be carried out in three stages, normally in the order shown below.

The aim of each of these stages is:

⁷ In the case of framework contracts, unless otherwise instructed, please add the maximum budget given for this tender

- 1) to check on the basis of the **exclusion criteria**, whether tenderers can take part in the tendering procedure;
- 2) to check on the basis of the **selection criteria**, the technical and professional capacity and economic and financial capacity of each tenderer;
- 3) to assess on the basis of the **award criteria** each bid which has passed the exclusion and selection stages.

Only tenders meeting the requirements of each stage will pass on to the next evaluation stage.

3.1 EXCLUSION CRITERIA

Tenders will be rejected if they do not comply with applicable obligations under environmental, social and labour law established by Union law, national law and collective agreements, or by the international environmental, social and labour law provisions listed in Annex X to Directive 2014/24/EU and compliance with data protection obligations resulting from Regulation (EU) 2016/679 and Regulation (EU) 2018/1725".

All tenderers shall provide a 'declaration on their honour' (see Annex III), stating that they are not in one of the situations of exclusion listed.

The 'declaration on honour' is also required for identified subcontractors whose intended share of the contract is above 20%.

The 'declaration on honour' has to be duly signed by parties that are not signing the Tender Preparation Report in *e-Submission*.

The successful tenderer shall be asked to provide the actual documents mentioned as supporting evidence in Annex III before signature of the contract and within a deadline given by the contracting authority. This requirement applies to all members of the consortium in case of joint tender.

Remark:

A tenderer may be waived of the obligation to submit the documentary evidence mentioned above if such evidence has already been submitted for the purposes of another procurement procedure launched by ENISA, provided that the documents are **not more than one-year-old** starting from their issuing date and that they are still valid. In such a case, the tenderer shall declare on his/her honour that the documentary evidence has already been provided in a previous procurement procedure, specifying the reference of the call for tender for which the documents have been provided, and confirm that no changes in their situation has occurred.

ENISA will also waive the obligation of the tenderer to submit the documentary evidence if it can access it on a national database free of charge.

Each tenderer (and each member of a consortium) shall declare in the relevant field in Annex VII (Administrative Identification form) whether it is a Small or Medium Size Enterprise (SME) in accordance with Commission Recommendation 2003/361/EC⁸.

As a general guideline, here is an excerpt from the Recommendation:

⁸ Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises, available at <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2003:124:0036:0041:en:PDF>

“The category of micro, small and medium-sized enterprises (SMEs) is made up of enterprises which employ fewer than 250 persons and which have an annual turnover not exceeding EUR 50 million, and/or an annual balance sheet total not exceeding EUR 43 million.”

3.2 SELECTION CRITERIA

The following criteria will be used to select the Tenderers for further evaluation. If the Tender is proposed by a consortium, these criteria must be fulfilled by each partner (unless otherwise stated).

Documentary evidence of the Tenderers' claims in respect of the below-mentioned criteria is required.

3.2.1 PROFESSIONAL INFORMATION

The Tenderer must provide evidence of enrolment (declaration or certificates) in one of the professional or trade registers related to the subject of this tender, in the country of its establishment.

3.2.2 FINANCIAL AND ECONOMIC CAPACITY

Proof of financial and economic standing shall be furnished by the following documents and minimum requirements:

- (a) Copy of the financial statements (balance sheets and profit and loss accounts) for the last two (2) financial years for which accounts have been closed, where publication of the accounts is required under the company law of the country in which the economic operator is established. In case of a consortium, each consortium member shall present their financial statements.

If the tenderer is not obliged to publish its accounts under the law of the state in which it is established, a copy of audited accounts for the last two (2) financial years should be presented. In case of a consortium/grouping, audited accounts for each consortium partner shall be presented.

- (b) **Complete (also) the attached Annex II ‘Simplified Financial Statement’**, which summarises your recent financial capacity. Please note that the average turnover for the last two (2) financial years for which accounts have been closed must meet our **minimum annual average turnover of €200.000,00 (two hundred thousand euro)**:

In case of a consortium/grouping, the annual average turnover for each of the partners shall be presented. The sum of the annual average turnovers of each partner will be taken into account to reach the annual average turnover of **€200.000,00**.

- (c) If tenderers will call on the competences of another entity (for example, a parent company), a written undertaking by the said entity certifying that it will make available to the tenderers the resources required to implement the contract.

If for some exceptional reason which the Contracting Authority considers justified, the tenderer is unable to provide the documentary evidence requested above, he may prove his economic and financial capacity by any other means which the Contracting Authority considers appropriate, but only following a formal request for clarification **before** the tender expiry date.

3.2.3 TECHNICAL AND PROFESSIONAL CAPACITY CRITERIA AND EVIDENCE

These criteria relate to the Tenderer's or subcontractor's skill, efficiency, experience and reliability in the provision of the said services. Tenderers are required to prove that they have sufficient technical and professional capacity to perform the contract by providing the following documentation.

1. Technical and professional capacity criteria for the tenderer:

The tenderer must be authorised to perform these services under national law and have a minimum experience of at least 3 years in the field of digital communications and its professional capacity should be appropriate for the required services.

2. Technical and professional criteria of the tenderer's team:

The tenderer shall have the capacity to put together a team which shall meet the following requirements and shall have:

a) A **Project (Contract) Manager** with at least five years of relevant professional experience in providing the similar services outlined in the Technical Specification (pages 7 to 9) and who will:

- Be responsible for the coordination and administrative tasks of the contract and for contacting and informing ENISA about all aspects related to the execution of the contract.
- Conduct the project: proposals for project strategies, planning, definition of tasks and deliverables, organize meetings, review of project deliverables, quality control, risk analysis and management, status reports, problem reporting and management systems, follow up and organisation
- Estimate costs, timescales and resource requirements for the successful completion of each project to agreed terms of reference
- Provide effective leadership for the project team, ensuring that team members are and stay motivated.
- If applicable, guide subcontractors in charge of project activities and review their deliverables

In addition to the project manager, the team should consist of the following members

b) a **Strategic Digital Communications Consultant** with at least 10 years of relevant professional experience in providing similar services outlined in the Technical Specification (page 7, 8 and 9) and whose tasks might include a wide range of activities including but not limited to

- leading stakeholder discovery interviews, reviewing analytics data, conducting market and audience analysis, conducting and analyzing user research activities
- creating personas and user profiles, defining existing and proposed user journeys, researching and evaluating emerging technologies,
- recommending new marketing strategies and governance practices, writing strategic briefings and presentations, defining roadmap plans, conducting workshops around specific topics, and delivering strategic presentations to stakeholder groups.

c) a **Graphic Designer** with at least 8 years' experience of relevant professional activities in graphic design and visual communications. The graphic designer will be responsible for

- the design and production of data visualisations and images for infographic, visuals, social media covers etc. to be used as part of ENISA's digital campaigns

d) **Two Content Strategists / Editors**, at least one senior with 8 years of experience as journalists or similar. The editors must be able to draft at 'native level' proficiency in English and have an excellent level of EN (written and spoken) corresponding to C1/C2 level in line with the Common European Framework. Editors are expected to:

- Prepare campaign slogans and key messages, prepare social media content, and proofread deliverables.
- Have demonstrated experience in transmedia storytelling and creating interesting narratives;

e) **Social Media Expert / Community Manager** with at least 5 years of relevant experience in the following fields:

- Design and implement social media and communication campaigns (both paid and organic) on platforms such as Twitter, Facebook, YouTube, LinkedIn, blogs etc.
- Generating and posting compelling, engaging and persuasive online content for social media and online accounts
- Responding (or assisting with replies) to comments and stakeholder queries in a timely manner
- Provide monitoring, measurement and reporting of social media campaigns and communication activities
- Shares their knowledge (via training)

e) **Web Designer**

Tasks:

- Organisation and design of the layout of web products (e.g. pages, templates, etc.)
- Use Adobe Creative Suite, particularly Photoshop, Illustrator, InDesign and their equivalent open source
- Use and create HTML and CSS 5
- Deal with browser compatibility and web design standards
- Mobile adaptations (CSS stylesheets)
- Add the favicon currently used on the EIT's Intranet site to all pages of the website.

f) **Website Architect / Usability Expert**

Tasks:

- Planning and performing usability tests
- Conceptual design of web interfaces
- Proposing best practice on web usability
- Ensuring compliance with web standards (e.g. W3C)
- Best practice in dealing with multilingual websites

All of the above team members shall have proven working knowledge of English.

3. Evidence:

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

Criterion	Evidence to be provided
1	<p>A brief history of the tenderer, including length of time in business, overall size and description of activities relating to services of the type required in this invitation to tender;</p> <p>Professional knowledge and experience in the fields of visual communications, digital campaigns as well as on campaign monitoring and evaluation</p>
2	<p>Presentation of at least 3 contracts successfully performed during the last three years covering similar type of services as requested in this invitation to tender.</p> <p>The value of each contract should be at least 40,000 EUR. The tenderer is requested to specify the following in regard to each contract:</p> <ul style="list-style-type: none"> ○ Customer name and address ○ Contact name and telephone number ○ Contract reference and brief description of supplies and/or service provided ○ Contract value (total and per year) ○ Name(s) of sub-contractors and/or consortium members and their role (if applicable)
3	<p>Curriculum vitae of the project manager and of the team members, preferably in Europass format. Summaries will not be accepted.</p> <p>CVs should include information on work experience, qualifications and language ability of team members.</p>
4	<p>A summary table of main expertise of the team for providing the services. One table for all team members.</p>

3.3 AWARD CRITERIA

3.3.1 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 based on 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 best deliver the service required (i.e digital campaigns, digital stakeholder mapping, campaign monitoring and evaluation, review of ENISA's social media policy, social media development etc.) as detailed in Part 2 – Tender Specification	30
2.	Technical capacity of the company	<p>Suitability of the company to perform the activities as detailed in Part 2 – Tender Specification.</p> <p>Quality of experience and list of projects including the design, implementation and measurement of communication and social media campaigns.</p> <p>Proven experience and expertise with the conception and implementation of digital communication strategies</p>	40
3.	Project team and methodology	<p>Project management: methodology to be used and organisation of the team, the work and the tools to be put in place to deliver the project requirements</p> <p>Experience, expertise and composition (ratio senior/juniors) of the proposed project team and detailed tasks allocation. If applicable, the tenderer shall also elaborate on the distribution of tasks amongst partners and sub-contractor(s).</p> <p>Back-ups, and how the contract implementation will be managed in general in order to ensure flexibility and quality of the deliverables.</p> <p>Quality assurance and quality control in place.</p>	30
Total Qualitative Points (QP)			100

Minimum attainment per criterion

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

Minimum attainment overall

Offers scoring less than **60%** after the quality 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 award 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.

3.3.2 PRICE OF THE OFFER

Tenderers must provide prices (in Euro) in **each blank box** as shown in Annex IV(b) – ‘Financial Offer form’ – failure to provide a price in each box may lead to exclusion of your offer.

The total bid price ratio ‘**P_P**’ will be calculated using the following formula and weightings:

$$P_P = [(P_{SC} / P_{ST}) \times 50] + [(P_{DC} / P_D) \times 50]$$

where:

P_D = Profiles consolidated hourly cost (P₁ + P₂ + P₃ + P₄ + P₅ + P₆ + P₇)

P_{DC} = Cheapest P_D

P_{ST} = Total Scenario cost (S₁ + S₂ + S₃ + S₄)

P_{SC} = Cheapest P_{ST}

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

3.3.3 AWARD OF THE CONTRACT

The contract will be awarded to the offer that is the most cost effective (offers the best value for money) which obtains the highest number of points after the final evaluation, based on 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 = Price points

TWP = Total weighted points score

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

4. TENDER OPENING

The public opening of received tenders will take place on **5th October 2021 at 10:30 EEST Eastern European Summer Time (Greek local time)** at ENISA Athens office, 14 Agamemnonos Street, Chalandri 15231 Attiki, Greece.

A maximum of one legal representative per participating tenderer may attend the opening session. Tenderers shall inform the Agency in writing of their intention to attend, by email to procurement@enisa.europa.eu **at least 2 working days** prior to the opening session.

Alternatively, please note that all tenderers may simply request a copy of the Opening Report to be sent to them by email after the conclusion of the Opening Session procedure.

5. OTHER CONDITIONS

5.1 VALIDITY

Period of validity of the Tender: 90 days from the closing date stated in Invitation to Tender. The successful Tenderer must maintain its Offer for a further 120 days from the notification of the award.

5.2 LOTS

This tender is divided into two (2) lots. You may submit a bid for either one - or both:

LOT 1: Design and Implementation of Awareness Raising Campaigns.

LOT 2: Digital Communications services

5.3 ADDITIONAL PROVISIONS

- Changes to tenders will be accepted only if they are received on or before the final date and time 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 the property of ENISA and will be treated as confidential.

5.4 NO OBLIGATION TO AWARD THE CONTRACT

Initiation of a tendering procedure imposes no obligation on the Contracting Authority to award the contract. Should the invitation to tender cover several items or lots, the Contracting Authority reserves the right to award a contract for only some of them. The Contracting Authority shall not be liable for any compensation with respect to Tenderers whose tenders have not been accepted. Nor shall it be so liable if it decides not to award the contract.

6. SPECIFIC INFORMATION

6.1 TIMETABLE

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

Title: “**LOT 2 - Digital Communications services**”

ENISA F-EDO-21-T34

Summary timetable comments

Launch of tender: - Contract notice to the Official Journal of the European Union (OJEU) - Uploaded to e-Tendering website - Uploaded to ENISA website	26 th August 2021	
Deadline for request of information to ENISA	27 th September 2021	
Last date on which clarifications are issued by ENISA	28 th September 2021	
Deadline for electronic reception of offers via e-Submission	4th October 2021	18:00 CEST Central European Summer time
Opening of offers	5 th October 2021	10:30 EEST Eastern European Summer (Greek local) Time
Date for evaluation of offers	TBA	
Notification of award to the selected candidate + 10 day standstill period commences	TBA	
Contract signature	Early November 2021	Estimated