

OPEN CALL FOR TENDERS

*LOT 1 concludes with a **Framework service contract in cascade***

LOT 2 concludes with a Framework service contract in cascade

Tender Documentation

Consultancy services to improve incident response and crises management in the EU

ENISA F-OCU-2022-T20

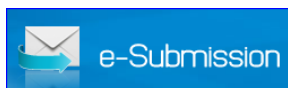
“LOT 1– Services to enhance and improve incident response capabilities and readiness across the EU

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

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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 consultancy services to support ENISA work to enhance and improve incident response capabilities and readiness across the Union through EU CSIRTs Network and through the improvement of maturity and preparedness of operational communities including cooperation with Law enforcement. These activities contribute to the ENISA strategic objectives: SO3 Effective cooperation amongst operational actors within the Union in case of massive cyber incidents and SO1 Empowered and engaged communities across the cybersecurity ecosystem.

ENISA will use the cascade system to establish framework contracts with multiple economic operators, in order to ensure the management of a fluctuating workload in the areas covered by this call for tenders, while maintaining high quality outputs. A maximum number of three framework contracts in cascade will be awarded.

A more detailed description of the cascade system can be found in Section 17.

Subject of the tender	Maximum budget
LOT 1 – Services to enhance and improve incident response capabilities and readiness across the EU	A maximum budget of €1.000.000 (1 million euro) over the maximum possible period of 4 years
Last date for <u>dispatch</u> of offers	16th May 2022 until 18:00 CEST
<p>PLEASE NOTE: <i>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)).</i></p> <p><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 and AA 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 <i>Courier or postal service</i> <i>By hand</i> <i>By email</i>	YES NO NO NO
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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. Under the Association Agreements with Georgia, Moldova and Ukraine economic operators established in those countries have been granted access to procurement procedures of the Union institutions, agencies and bodies, for all supplies and services with the value equal or above 133.000 EUR, subject to general exceptions.

1. GENERAL DESCRIPTION OF THE REQUIRED SERVICES

In order to fulfil the strategic objectives in the ENISA Single Programming Document (SPD) 2022-2024 there is a dedicated Output 4.1 on “Support the functioning and operations of the CSIRTs Network (also through MeliCERTes), CyCLONe, JCU, SOCs Network and Cyber Crisis Management in the EU including cooperation with relevant Blueprint stakeholders (e.g. Europol, CERT EU, EEAS and EDA)”.

Output 4.1 aims at covering the functioning and operations of EU Networks and Cyber Crisis Management in the EU and specifically for this lot it concerns ENISA work to enhance and improve incident response capabilities and readiness across the Union through EU CSIRTs Network and through the improvement of maturity and preparedness of operational communities including cooperation with Law Enforcement (LE). The present tender specification aims at fulfilling these goals and specifically:

- Enable effective incident response and cooperation amongst Member States and EU institutions
- Enhance and improve incident response capabilities across the Union
- Improve maturity and competencies of operational communities including sectorial CSIRTs, PSIRTs and SOCs
- Contribute to enhance the cooperation between the CSIRTs and the LE, their interaction with the Judiciary, and their fight against cybercrime

The overarching Activity 4 “Enabling operational cooperation” to which Output 4.1 belongs, aims to support operational cooperation among Member States, Union institutions, bodies, offices and agencies and between operational activities. In particular regarding incident response, European Union Member States have established a new and unique level of EU cooperation in case of large scale and cross border cyber security incidents: the EU CSIRTs Network. These teams are responding to cybersecurity incidents in each Member State and work together to protect EU citizens and businesses. EU CSIRTs Network members continuously exchange cybersecurity related information, which may affect European business and citizens. Formally defined by the NIS Directive in 2016 the EU “EU CSIRTs Network” is the network composed of EU Member States’ appointed CSIRTs and CERT-EU (“CSIRTs Network members”) which is powered by ENISA CSIRTs Network Secretariat². ENISA is supporting all aspects related to the whole functioning of the EU CSIRTs Network to enable the highest level of incident response to large scale cross border incidents in the EU by providing the best tools and support, by advising on how to improve capabilities and by providing support to ex-post technical inquiries regarding incidents.

The target audience of the work under this Lot comprises primarily EU CSIRTs Network Members and in general their interaction with computer security incident response teams (CSIRTs), Product Security Incident Response Team (PSIRTs), Sectorial incident response teams, Security Operation Centers (SOCs) at large in the EU, relevant experts in the European Institutions, Bodies and Agencies, their cooperation with Law Enforcement Agencies and the Judiciary.

The focus of the work under this Lot will be mainly EU and EEA countries but, in some cases, it might go beyond in accordance with ENISA international cooperation strategy:

² <https://csirtsnetwork.eu/>

Under Lot1, ENISA is supporting the CSIRTs Network Members and the improvement of maturity and preparedness of operational communities including cooperation with Law enforcement via dedicated expertise and the contractor may be required to provide the following services (indicative list):

- Data collection, stocktaking of existing knowledge including desk research and interviews and analysis
- Meetings support
- Reporting and creation of dedicated reports, short papers and white papers
- Updating existing material
- Technical translations and proofreading
- Project management

The legal basis for this activity is Article 7 of the Cybersecurity Act which is ENISA mandate and the NISD Art 12. Additional tasks are also envisioned in the NISD2 proposal.

It is expected the contractor to conduct the above tasks in a team that will be accustomed to ENISA procedures and will be subject to NDA.

It is advantageous if the team members are certified incident responders and incident handlers. The contractor is expected to provide CVs of the team members mentioning similar prior experience, if possible.

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

The profiles for different services are described under Section 3.2. while the daily rate for each profile should be filled in Annex IV(a) - Financial Offer form. This form must be duly completed by the tenderer and the provided daily rates should be used as the basis for costing each 'scenario'.

2. DESCRIPTION OF SERVICES TO BE PROVIDED

The prospective contractor(s) should be able to deliver consultancy services according to the scope of the Agency's work and overarching objectives.

The objectives of the consultancy services related to the support of the activities of ENISA in the context of the EU CSIRTs Network and incident response in EU at large may take but are not limited to, the following forms:

- **Data collection, stocktaking of existing knowledge including desk research and interviews and analysis** - The contractor may be required to collect data and analyse it regarding the specific areas of interest of this tender and may be asked to conduct online/offline interviews with selected stakeholders. These interviews will enrich the stocktaking with more detailed feedback and clarifications regarding the existing practice and possible fit for ENISA. In general, the tenderer may be requested to:
 - propose a methodology, data collection methods, data sources
 - collect data by using desk research, surveys, interviews, Delphi method, or other methods. This involves the setting up of online tools and/or platforms for surveys, questionnaires, polls, etc. based on the content and the requirements set by ENISA on the topics of each request
 - validate data
 - update or integrate existing data

- analyse data, e.g. by identifying needs and shortfalls, best practices, perform gap analysis and derive good practices and recommendations in relation of a specific topic relevant to incident response in EU.
- Under ENISA guidance collect input (initial phase) and feedback (review phase) from related stakeholders for the studies and reports mentioned above.

ENISA will participate in these activities to supervise and support the process. The contractor shall deliver to ENISA all documents derived from these tasks, such as raw collected data, filled questionnaires together with the minutes of the interviews or any sort of collected material.

- **Meetings support** - ENISA regularly organizes meetings for the CSIRTs Network and also other operational communities such as for example the annual ENISA-EC3 Workshop on CSIRTs and LE Cooperation. The contractor may be required to support the organization of offline/online/hybrid meetings/seminars/workshops by (indicative list):
 - supporting drafting the agenda and participants lists
 - taking and drafting minutes and notes
 - providing technical expertise or to support ENISA in the moderation and administration of the meeting.
- **Reporting and Creation of dedicated reports, short papers and white papers** - The contractor should be able to collect information from the data provided by ENISA or from any of the above tasks, analyse it and draft reports upon specific request of ENISA. Analytical and drafting skills are requirements for this task.
- **Updating existing ENISA material** - The contractor should be able to update ENISA existing materials³ in the area of incident management such as dedicated reports, short papers and white papers and ENISA GitHub repositories⁴ based on recent developments in terms of incidents and tools advancements.
- **Technical translations and proofreading** - The contractor may be required to perform technical translations and proof reading of cyber security advisories, incident reports, threats alert or other relevant cybersecurity documents within a defined timeframe in EU MS language, Russian or Chinese. In some instances, the contractor may be requested to provide some other technical translations, for instance translations of the surveys' questions during the data collection phase. In addition, the contractor may be required to proofread technical reports or other documents in the area under this lot.
- **Project management** - ENISA expects the contractor to carry out appropriate project management in the context of the required task(s) and adopt a sound planning of time and resources, according to proven expertise and prior knowledge of the subject. The contractor should interact with ENISA staff regularly and provide progress reports on a regular basis. The contractor will need to send to ENISA brief periodic progress reports explaining the status of tasks in the planning and issues if any. The contractor is expected to discuss progress with ENISA in virtual meetings (conference calls) on a periodic basis (to be agreed upon) and provide the minutes of these calls. The contractor shall submit, prior to the kick off meeting of the consultancy service requested, a detailed Gantt chart, describing

3

https://www.enisa.europa.eu/publications#c3=2012&c3=2022&c3=false&c5=publicationDate&reversed=on&b_start=0&c2=CSIRT+Services&c2=CSIRTs+and+communities&c2=CSIRTs+in+Europe

4 <https://github.com/enisaeu/>

the project plan in more detail. This will be discussed with ENISA in the kick-off meeting before confirmed as final.

Possible topics that could be covered:

- Incident management, threat and intelligence reporting
- Situational awareness
- Incident impact assessment
- Incident response tools and techniques
- Sectorial incident response
- New tasks on incident response under NISD2⁵
- Supply chain attacks
- Vendors relations
- Vulnerability disclosure
- Workforce exhaustion
- PSIRTs, sectorial CSIRTs, ISACs and CSIRTs at large
- SOC establishment and development
- Roles, duties and competences in fighting cybercrime, synergies and overlaps
- Cooperation across the different national cybersecurity communities (including CSIRTs, law enforcement, cyber diplomacy and cyber defence) in fighting cybercrime, synergies and possible overlaps
- Cooperation of CSIRT and/or LE with the private sector in incident handling and cybercrime criminal investigations
- CSIRTs interaction with the Judiciary
- Incident and crime reporting procedures
- Cybercrime criminal investigations tools and techniques

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 the above activities.

Respecting the contracting procedure in cascade as described under section 17, the first ranked framework Contractor shall be invited to submit their proposal for a specific assignment described by ENISA analytically in each Request for Services in order to conclude a Specific Contract.

Each Request for Services will include in its terms of reference a description of the content of the deliverables to be provided and the indicative timetable for delivery deadlines.

Previous relevant ENISA deliverables and activities that the tenderer must take into consideration when preparing the offer:

⁵ <https://eur-lex.europa.eu/legal-content/EN/HIS/?uri=COM:2020:823:FIN>

https://www.enisa.europa.eu/publications#c3=2012&c3=2022&c3=false&c5=publicationDate&reversed=on&b_start=0&c2=CSIRT+Services&c2=CSIRTs+and+communities&c2=CSIRTs+in+Europe

ENISA uses the Traffic Light Protocol (TLP) for the information sharing

<https://www.enisa.europa.eu/topics/csirts-in-europe/glossary/considerations-on-the-traffic-light-protocol>

3. SPECIFIC REQUIREMENTS

3.1 PROVISION OF SERVICES - CONTRACT MANAGER

ENISA will designate a contact point to run this contract and it expects the prospective contractor to designate one Contract 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 having a minimum of three (3) years of professional experience in managing contracts shall be able to communicate fluently in the English language. The contractor(s) shall provide an e-mail address and phone number to which all communication shall be channelled.

The prospective contractor(s) 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 from 08:00 to 18:00 (Monday to Friday) for all regular working days in Greece and/or Belgium.

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.

3.2 EXPERTS PROFILES

The successful tenderers shall provide CVs of experts describing their experience in similar projects and possible certifications if available. The team of experts will be selected depending on their experience with regard to the specific requirements related to each project. The required experience, qualifications and expertise of the team members should be explicitly reflected in their CVs. The team may comprise of experts of both junior and senior category, being in balance. You are required to provide only the CVs of experts deemed relevant and experienced on the above-mentioned topics.

For this call in particular, we expect that you should include **at least 4 experts**; at least 2 'Senior Experts' and at least 2 'Junior Experts' (see below):

3.2.1 JUNIOR EXPERT PROFILE

The **Junior Expert** shall have:

- At least two (2) years of professional experience and/or expertise in logs monitoring, and/or analysis, and/or threat hunting, and/or threat analysis, and/or threat intelligence, and/or situational awareness reporting and incident response, and/or criminal investigations and/or cross-communities cooperation.

- Excellent knowledge of data collection and validation methods and data analysis, including the ability to produce clear and understandable text equipped with graphical elements.
- Very good writing and communication skills;
- Familiarity with the CSIRTs, PSIRTs, SOC and LE communities;
- Excellent command of the English language (at least level C1 according to the Common European Framework of Reference for Languages (CEFR));
- Experience working with Member States and EU Bodies;
- Excellent project management skills including quality assurance.

Advantageous:

- Certified Logs analyst, Incident responder
- Certified Information Systems Security Professional.
- Completed university studies (Bachelor's Degree/Level 6 of the European Qualifications Framework (EQF)) attested by a diploma in Cybersecurity, Computer Science, Computer Engineering, Law, Criminology, Political Sciences, International Relations, or equivalent;

3.2.2 SENIOR EXPERT PROFILE

The **Senior Expert** shall have:

- At least five (5) years of professional experience and expertise in logs monitoring, and/or analysis, and/or threat hunting, and/or threat analysis, and/or threat intelligence, and/or situational awareness reporting and incident response, and/or criminal investigations and/or cross-communities cooperation.
- Very good understanding of general information and network security principles, including security incident handling
- Experience in developing, deploying and/or using internet “early warning systems”, including network monitoring, proactive incident detection measures in production environments
- Experience in security incident handling, including communication with different external stakeholders (e.g., while working for CSIRTs or abuse team or CSIRTs, PSIRTs, SOC and LE communities)
- Excellent knowledge of data collection and validation methods including the ability to produce clear and understandable text equipped with graphical elements.
- Experience with Cybersecurity strategy and policy at national and/or European level e.g. the Network Information Security Directive 1, JCU recommendations, the European Cyber security strategy.
- Experience in security practices and knowledge of the regulatory framework e.g. NIS Directive, the GDPR, the EU Telecoms Package, ENISA Cyber Security Act, proposal NISD2.

- Good professional experience in relevant information security issues and disciplines (e.g. security policies and controls).
- Policy and regulatory issues related to the resilience of critical infrastructures and services at national and/or European level including activities related to CIIP.
- Active participation within the incident response international fora;
- Very good writing and communication skills;
- Excellent command of the English language (at least level C1 according to the Common European Framework of Reference for Languages (CEFR));
- Excellent project management skills including quality assurance.

Advantageous:

- Certified Incident Handler;
- Certified Information Systems Security Professional.
- Completed university studies (Bachelor's Degree/Level 6 of the European Qualifications Framework (EQF)) attested by a diploma in Cybersecurity, Computer Science, Computer Engineering, Law, Criminology, Political Sciences, International Relations, or equivalent;

4. ORDERING PROCESSING AND PLACE OF EXECUTION OF ACTIVITIES

Services shall be provided on the basis of two different kinds of orders:

- **Time & Means orders**, which correspond to the order of a number of days for defined profiles including, if requested, travel and for execution of services in ENISA premises (on-site or intra – muros)
- **Fixed-price orders**, which correspond to the order of a defined work and for execution of services in Contractor's premises (off-site or extra-muros)

The ordering process is initiated by ENISA via a "Request Form" sent to the Contractor describing the required service. On receipt, the Contractor must, within a given time period, either decline the request or make a proposal to ENISA for the execution of the request. The process culminates in the signature of a Specific Contract (i.e. an order), or in the withdrawal of the request.

The chosen Contractor must have the capacity to carry out in parallel several individual orders. The Contractor must be capable of providing the services ordered rapidly and with a high degree of quality.

The execution of the tasks depending on the ordering processing will take place at the contractor's own premises and/or ENISA premises in Greece at Agamemnonos 14 St. Chalandri, 15231, Attiki, and/or ENISA branches in Heraklion Crete and Brussels, Belgium. Network based collaborative tools (i.e. videoconferencing) will be used as normal working methods. The contractor, upon invitation, may visit ENISA's premises and/or ENISA branches for ad hoc meetings. A kick off meeting shall normally be convened virtually.

4.1 TIME AND MEANS ORDERS (TM)

Time & Means orders are executed:

- inside ENISA premises (on site or intra muros).

In a Time & Means order ENISA specifies the workload (e.g. person-days) and its specific needs for requested profiles.

The following conditions relating to Time & Means (TM) orders apply:

- The Contractor must present proposals meeting the requirements as specified in the Request for offer and associated documents. Contractor's proposed staff must match the requested profile description and the specific needs indicated in the request form. Failure of a contractor to consistently comply with these requirements may trigger the application of corrective measures as per art. II.12 of the Framework Contract.
- The Contractor must be able to propose per requested profile at least two qualified persons to choose from.
- CVs must be used and all information indicated in the CV has to be correct and validated by the contractor.
- Persons proposed must be available for interviews in case it is required.
- Persons proposed must be available at the start of the project. In case the candidate selected is not available at the starting date of the contract the Agency can either cancel the contract or request a replacement, in which case one day free of charge per week of delay between the starting date indicated in the contract and the effective starting date of the replacement person applies, but only after minimum 10 days of delay are registered.
- A Code of Conduct Declaration, Declaration of confidentiality and/or Letter of intent (for freelancers) can be required before the signature of a specific contract (e.g. with the Contractor's formal offer).
- Work is performed in the Contracting Authority's premises and/or branches (ENISA premises and/or branches).
- On ENISA's demand, the Contractor must replace personnel who prove incapable of carrying out the specified tasks to the required standards. The replacement candidate will be given sufficient training during an adequate handover period, so that s/he may be immediately operational when the original candidate is withdrawn. Any such replacement and training, if required, will be carried out at no additional cost to ENISA.
- The Contractor shall give a month's notice to ENISA if any personnel leave before the end of a specific contract.
- If the original person is no longer able to carry out the work, the Contractor is obliged to immediately inform ENISA, provide a competent replacement person and arrange sufficient training (during a handover period where possible) to guarantee continuity of the service provided to ENISA. Any such replacement will be effected at no additional cost to ENISA. Alternatively, ENISA may decide to terminate the respective specific contract immediately without asking for a replacement person and without compensating the contractor for any damage or loss of profit which the contractor might incur as a result of such termination.
- In case of replacement, the Contractor should propose a minimum of two replacement persons with the required qualifications and experience for the profile. If the contractor does not propose suitable replacement staff, ENISA may immediately terminate the specific contract with a penalty of 10 days free of charge.
- In case of replacement, the handover period must normally be at least 10 working days, free of charge for ENISA. If no handover is possible and additional training is needed for the replacement person, at least 15 working days (free of charge for ENISA) must be performed by the

replacement person. The days free of charge will be the first working days of the replacement person.

- When a person offered for a project is finally not available before the start of a new contract, the Contractor is obliged to inform ENISA immediately. If the specific contract is not yet signed by both parties, the contractor is not authorized to propose new candidates (however, if the contractor has proposed initially more than one service provider who complies with the requirements in the original Request, then the specific contract could be signed with one of those service providers who is available at the envisaged start of the assignment). If the specific contract is signed, ENISA can either cancel the contract or ask for a replacement with the performance of the 10 first working days free of charge.
- In case the person selected is not available at the starting date of the contract, ENISA can either cancel the contract or request a replacement, in which case one day free of charge per week of delay between the starting date indicated in the contract and the effective starting date of the replacement person applies, after minimum 10 days of delay are registered.
- Only in case of "force majeure" (like an accident or a serious illness) or if the replacement is on ENISA's demand for other reasons than the availability of the candidate, the penalty may not apply. However, the necessary training and information to guarantee the continuity of service have to be carried out at the Contractor's expense.
- On ENISA's demand, during holidays or other periods of planned absence by the person employed, the Contractor may be required to provide an adequate replacement. The replacement person will be given sufficient training and provided with all information necessary to guarantee continuity of the service provided to ENISA. All such training and handover work will be carried out at the Contractor's expense.
- The invoicing is based on the number of days performed. The minimum unit is a half-day.
- When a replacement procedure is on-going the Contractor cannot invoice for 10 days on the specific contract until the replacement is effectively done.

Remarks:

- One full year corresponds in principle to an effective workload of 220 days.
- The request form can combine different profiles, with the requested quantity and workload for each profile.

4.2 FIXED PRICE ORDERS (FP)

Fixed Price orders are generally executed outside of ENISA premises (i.e. off-site or extra-muros).

In a Fixed Price order ENISA specifies the deliverables corresponding to the work to be delivered. This description is considered non-binding for ENISA. Based on the received offer, a specific contract is signed which may include one, several or all of the deliverables originally described with their respective implementation deadlines and prices.

The following conditions relating to fixed price orders apply:

- The Contractor must present an offer meeting the requirements as specified in the Request for Services and associated annexes (specifications, deliverables, activities, deadlines etc.).
- The offer must include a technical analysis based on the requirements.
- The offer must include a project plan. It shall indicate the proposed activities, the team's structure, profiles (including CVs of the proposed team members,), roles, responsibilities and individual

workloads. Documentary proof concerning the education and/or professional experience mentioned in any CV (e.g. copy of diplomas, employment contracts, employer's reference, etc.) may be requested by the contracting authority for any specific request, as deemed necessary.

- Work is normally performed off-site, typically on the Contractor's premises. The Contractor shall provide all necessary infrastructure on his premises for the successful execution of the work.
- The deliverables must be on time, and conform to the specifications as described in the Specific Contract and as complemented, where relevant, by the contractor's respective offer.
- The invoicing is contingent upon the acceptance of the deliverables by ENISA.

5. CONTENT AND PRESENTATION OF THE TECHNICAL OFFER

In this section it is outlined how ENISA expects the tenderer to structure its technical offer responding to this tender. In general, ENISA expects the tenderer to explain how the below mentioned requirements will be met.

5.1 GENERAL REQUIREMENTS

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 experts (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.

5.2 SCENARIOS

The following two scenarios must be assessed and a technical description of how you would implement and deliver the final deliverable be provided as part of your technical offer (see section 5.1 above). Your actual estimations of volume of work required in 'person days' per profile and overall project cost shall then be entered into the appropriate 'scenario' boxes in the Financial Offer form (Annex IV(a)). These scenarios refer to a possible situation in accordance with ENISA needs, in order to facilitate the tenderer towards building a reliable and comparable financial offer. Daily rates are also required to be provided in Part a) and b) of the Financial Offer form for the requested profiles, which must then be used as the basis, together with estimation of person days required, for each scenario. The actual projects to be awarded to the successful contractor will have a much more detailed level of technical specifications.

Failure to provide an estimation for both scenarios may result in your offer being declared invalid and not further evaluated.

SCENARIO 1: INCIDENT RESPONSE EXPERTISE

The tenderer is required to write a report on the roll-out of new tasks envisioned in NISD2 for the CSIRTs Network Members and how can they be implemented or a post-mortem report after a specific incident.

The tenderer is required to:

- Perform a desktop research on the specific tasks, mapping current practices across the CSIRTs Network Members and build upon ENISA previous work
- Perform interviews to collect MS inputs with at least half of the CSIRTs Network Members
- Based on the input, draft proposal lessons learnt/guidelines, road map for implementation and support based on a gap analysis
- Implement the feedback of the CSIRTs Network Members during the first review round of the report
- Consolidate the report based on the MS input and finalize the document after the final review of the report.
- Create a TLP amber version for CSIRTs Network Members only and a TLP white version for release to the public

All above tasks will be supervised by ENISA and planned under the specific ENISA project manager guidance.

For the needs of scenario 1 please consider all the services to be executed off site (extra- muros).

SCENARIO 2: SUPPORT CONTINUOUS CAPACITY DEVELOPMENT

For scenario 2 needs, please consider that is required to support ENISA in the advancement of capabilities in the form of expertise, 4 full day workshops, (2 online, 2 hybrid) followed by a proposal for a capacity development plan in the form of a written report.

The tenderer is required to:

- Support the organization of the specific workshops on the topics of vulnerability disclosure in the context of the CSIRTs Network and supply chain attacks lessons learnt, provide dedicated expertise, collect input and minutes based on the MS contribution according to the TLP used. The workshops should be designed for representatives of all CSIRTs Network Members and

with a maximum of 80 participants. **For the needs of these services at least one team member will be required to support on site (intra-muros).**

- Based on the content collected, draft a proposal in the form of a written report for capacity development plan for internal community distribution and consolidation
- Present the proposal to the stakeholders, include the feedback received and continuous update the results based on the outcomes of the 4 workshops until goals fulfilment.

6. CONTENT AND PRESENTATION OF THE FINANCIAL OFFER

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

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 of Part a) and for the used profiles in Part b)**, 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 **€ 1.000.000 (one million euro)** over a maximum possible period of four (4) years.

It is important to note that the amount stated above applies to **all** framework contracts signed under the 'cascade' system in total and not for each framework contract. There will be a minimum of two and a maximum of three framework contracts signed, if there are a sufficient number of admissible tenderers that meet the award criteria and minimum quality points following the evaluation of offers.

(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 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) 2018/1725⁶ ('the EDPR')** as concerns personal data processing by the selected contractor, processing data in execution of the contract with ENISA.

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.

⁶ 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

- **Regulation (EU) 2016/679⁷ (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;
- 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)⁸, outlined in Art. 33 to 40 of the EDPR ;

⁷ 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

⁸ <http://www.edps.europa.eu>

- 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 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 six (6) months 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 candidates. 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 month's 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).

Execution of the Framework Contracts will be performed via Specific Contracts following the 'Cascade' procedure.

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.

17. PROVISION OF SERVICES – CASCADE SYSTEM

At the conclusion of this tender procedure, at least two and up to three tenderers who are top-ranked following the outcome of the evaluation, will be awarded framework contracts.

ENISA sends a 'Request for Services' on a specific subject matter to the first contractor in the cascade, and only in case the contractor does not accept the request for reasons which do not entail terminating the contract, or fails to observe the deadline for submission of an offer, or is in a situation of conflicting

interests that may negatively affect the performance of the specific contract, ENISA may place the order with the next contractor in the cascade. The proposal shall only consist of a technical offer and will not require any administrative paperwork or proof of economic stability to be re-submitted.

In general, the following rules shall apply to requests for supply of Services.

- (1) For each case, ENISA shall determine the specifications of the Services required, hereinafter referred as project, and the relevant response time. The Contractor shall make its offer in response to ENISA's specifications within this time limit.
- (2) When requesting an offer to supply Services, ENISA shall initially address its request to the contractor who has been nominated in first place on the basis of the results of the evaluation of the call for tenders cited in the Contract. If this first contractor meets the criteria for response time and fulfil the specifications, then it shall be awarded the project in question.
- (3) If the first contractor does not meet either of these criteria, it shall be regarded as being unable to supply the Services requested. In this case, ENISA shall then address the same request to the contractor who has been nominated in the second place on the basis of the results of the evaluation of the call for tenders cited in the Contract. If this second contractor is in a position to meet the criteria for response time and specifications, then it shall be awarded the project in question.
- (4) If this second contractor is unable to meet either of these criteria, then it shall be considered unable to supply the Services requested. In that event, ENISA shall repeat this process with the contractor who has been nominated in third place.
- (5) This process will terminate either with the award of the project in question to one of the contractors who has been nominated, or with the failure to award the project to any contractor. In the event of failure, ENISA may redefine the project or start the procedure again on the same project at a later time.
- (6) The inability of the Contractor to supply the Services for a project, requested under the conditions (1) – (5), shall not be considered as such to afford grounds for terminating the Framework Contract, nor shall it affect the order in which the Contractor is to be addressed for subsequent projects.

Except in the case of a conflict of interests, the first contractor must be consulted first. If it arises that the main contractor is unable to satisfy a request, the cascade mechanism may be applied. In this case careful documentation of all communication between the contractors and ENISA is imperative in order to ensure a decision transparent to all parties.

During the cascade mechanism the Request Form specifications may not change (e.g. description of services and/or technical annexes must remain the same).

- The Framework Contractors will be required to respond typically within 7 - 14 working days with a detailed technical proposal, depending on the complexity of the project. This offer will contain all aspects regarding:
 - Technical content relevant to the specific subject matter
 - Experts proposed (*they should be from the pool of experts already included in the contract but alternatives can be proposed in exceptional circumstances which are well documented*)
 - A project plan
 - Proposed duration of consultancy in person-days

- Cost

ENISA will evaluate the offer received by the closing date for reception of the proposal. A Specific Contract will be concluded according to the abovementioned cascade procedure.

For each Specific Contract the contractor will designate a Project Manager. The Project Manager will be responsible for overall management of the assignment, the timely completion of the activities and the quality and timely delivery of the deliverables.

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 responsible⁹ 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. A sub-contractors form (Annex VII) shall be completed by the tenderer and signed by both the tenderer and the subcontractor.

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.

⁹ not to be confused with distribution of tasks among the members of the grouping

2.2 STRUCTURE OF THE TENDER

Based on the **e-Submission** environment¹⁰, all tenders must provide information and supporting documentation in two sections:

- 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:

¹⁰ 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

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 (a)**.

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 application¹¹.

- 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.

¹¹ In the case of framework contracts, unless otherwise instructed, please add the maximum budget given for this tender

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:

- 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 legal and regulatory capacity, 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

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 VIII (Administrative Identification form) whether it is a Small or Medium Size Enterprise (SME) in accordance with Commission Recommendation 2003/361/EC¹².

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

“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 LEGAL AND REGULATORY CAPACITY

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 €250.000,00 (two hundred fifty 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 **€250.000,00**.

¹² 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>

- (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

The Tenderers are required to have sufficient technical and professional capacity to perform the contract. Evidence of the technical and professional capacity of the tenderers shall be furnished on the basis of the following requirements:

Support of the activities of ENISA to enhance and improve incident response capabilities and readiness across the Union through EU CSIRTs Network and through the improvement of maturity and preparedness of operational communities including cooperation with Law enforcement.

Criterion T1: The tenderer must prove experience in the field of data collection, stocktaking of existing knowledge including desk research and interviews and analysis on a specific topic relevant to incident response capabilities and readiness, maturity and preparedness of operational communities including cooperation with Law enforcement.

Evidence for T1: Reference list (including contact details) of minimum three (3) current and/or past customers to whom the tenderer has supplied the core services, in the past five (5) years; specifying the tenderer's share (at least 50%) in provision of the services and if subcontractors were used for any of the services.

Criterion T2: The tenderer must prove experience in reporting and creation of dedicated reports, short papers and white papers on a specific topic relevant to incident response capabilities and readiness, maturity and preparedness of operational communities including cooperation with Law enforcement.

Evidence for T2: Reference list (including contact details) of minimum three (3) current and/or past customers to whom the tenderer has supplied the core services, in the past five (5) years; specifying the tenderer's share (at least 50%) in provision of the services and if subcontractors were used for any of the services.

Criterion T3: The tenderers must demonstrate the capacity to build, coordinate and manage the team of experts (experiences, skills and competences of the team indicated in Part 2 Terms of Reference - section 3). The team shall be competent to ensure quality of all the expected results and deliverables.

Evidence for T3: The Curricula Vitae (CVs), preferably in a common European format, of the proposed members of the team must be enclosed, showing clearly qualifications and professional experience within the relevant business area with the start and the end date (i.e. from DD.MM.YYYY to DD.MM.YYYY) and the linguistic skills. The form can be downloaded from:

<https://europass.cedefop.europa.eu/en/documents/curriculum-vitae/templates-instructions>.

The successful tenderers may be requested to provide the diplomas and professional qualifications of the persons responsible for providing the services, and/or any other type of relevant work in the field that is the object of this contract.

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 of the methodological approach and project management	Quality of the technical proposal including: <ul style="list-style-type: none"> • Overall methodology and description of methodologies to be used for each of the services included under Part 2/section 2; • Approach to project management for services listed in Part 2/section 2, demonstrating good management of processes, information and time; • Capacity and competence to manage multiple concurring assignments and ensure availability of the services; 	30
2.	Internal Organisation	Organisation of work and resources including: <ul style="list-style-type: none"> • Overall organisation of the project team and quality of the proposed members of the team in regards with the advantageous elements as outlined in section 3.2¹³ • Measures to ensure effective communication among team members and between the contractor and ENISA • Work plan for implementing the framework contract and expected requests for services 	30
3.	Response to Scenarios: Scenario 1 (max 20points) Scenario 2 (max 20points)	Quality of technical proposal for each scenario: <ul style="list-style-type: none"> • Resource allocation, timing and process organisation; • Implementation of requirements outlined in Section 5.2; • Risk management of specific scenario; • Demonstrated know-how of technical solutions; 	40
Total Qualitative Points (QP)			100

¹³ The knowledge and experience of the proposed team members as regards the advantageous elements as outlined in section 3.2, would be considered under the award criteria only in the way in which those aspects apply for the purpose of this contract.

Minimum attainment per criterion and overall

Tenders which do not obtain at least 50% of the maximum score for each award criterion and at least 60% of the overall score for all the criteria will be considered to be of insufficient quality and will not be admitted to the next stage of the evaluation procedure.

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 Technical Specifications. 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

The Financial Offer form (Annex IV(a)) contains four (4) price boxes, which shall be completed with a monetary amount by the tenderer.

$P_S = (0.3(SE_{INTRA}) + 0.7(SE_{EXTRA}))$ will then be used in the price formula as shown below

$P_J = (0.3(JE_{INTRA}) + 0.7(JE_{EXTRA}))$ will then be used in the price formula as shown below

$P_{ST} = (S1 + S2)$ will then be used in the price formula as shown below

$$PP = [[(A / P_S) + (B / P_J)] / 2 \times 70] + [(C / P_{ST}) \times 30]$$

where

A - is the cheapest bid price received for person/day rates for Senior Expert

P_S - is the bid price for person/day rates for Senior Expert being evaluated

B - is the cheapest bid price received for person/day rates for Junior Expert

P_J - is the bid price for person/day rates for Junior Expert being evaluated

C - is the cheapest bid price received for scenarios 1 and 2

P_{ST} - is the bid price for total Scenario cost (S1 + S2)

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 **17th May 2022 at 09:30 CEST Central European Summer Time** at ENISA Athens office, 14 Agamemnonos Street, Chalandri 15231 Attiki, Greece or online in case Covid related restrictions will be still in place.

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: six months 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: Services to enhance and improve incident response capabilities and readiness across the EU

LOT 2: Supporting crises management and joint response in EU

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 1 – Services to enhance and improve incident response capabilities and readiness across the EU**”

ENISA F-OCU-22-T20

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	7 th April 2022	
Deadline for request of information to ENISA	6 th May 2022	
Last date on which clarifications are issued by ENISA	9 th May 2022	
Deadline for electronic reception of offers via e-Submission	16th May 2022	18:00 CEST Central European Summer time
Opening of offers	17 th May 2022	09:30 CEST Central European Summer Time
Date for evaluation of offers	TBA	
Notification of award to the selected candidate + 10 day standstill period commences	TBA	
Contract signature	Early June 2022	Estimated