

## **OPEN CALL FOR TENDERS**

*Concluding with a **Framework service contract***

### **Tender Documentation**

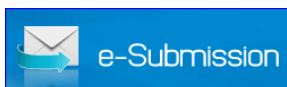
***Cyber Threat Intelligence Infrastructure – design, deployment and subscription services***

### **“LOT 3 - Delivery of subscription services related to the Operational Cooperation of ENISA”**

#### **ENISA F-COD-20-T28**

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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 is actively contributing to European cybersecurity policy, in order to support Member States and European Union stakeholders to support a response to large-scale cyber incidents that take place across borders in cases where two or more EU Member States have been affected. This work also contributes to the proper functioning of the Digital Single Market.

## 1.2 SCOPE

The Agency shall assist the European Commission and EU Member States (EU MS), and in consequence cooperate with the business community, in order to help them to meet the requirements of network and information security, thereby ensuring the smooth functioning of the Internal Market. As described in ENISA regulation, one of the objectives of the agency is to assist the Union institutions, bodies, offices and agencies in developing policies in network and information security, so, including building expertise related to availability, authenticity, integrity and confidentiality of stored or transmitted data and the related services offered by or accessible via those networks and systems. For instance, the new ENISA regulation mentions the necessity to analyse current and emerging risks (and their components), stating: *“the Agency, in cooperation with Member States and, as appropriate, with statistical bodies and others, collects relevant information”*. In particular, under Art. 3, Tasks, d), iii), the new ENISA regulation states that ENISA should enable effective responses to information security risks and threats.

ENISA supports the development and implementation of the European Union's policy and law on matters relating to network and information security (NIS) and assists Member States and European Union institutions, bodies and agencies in establishing and implementing vulnerability disclosure policies on a voluntary basis.

Since 2019, following the bringing into force of the Cybersecurity Act (Regulation 2019/881), ENISA is tasked to prepare the ‘European cybersecurity certification schemes’ that serve as the basis for certification of products, processes and services that support the delivery of the Digital Single Market. The European Cybersecurity Act introduces processes that support the cybersecurity certification of ICT products, processes and services. In particular, it establishes EU wide rules and European schemes for cybersecurity certification of such ICT products, processes and services.

## 1.3 OBJECTIVES

The Agency's objectives are as follows:

- The Agency shall enhance the capabilities of the cybersecurity community including EU Member States to prevent, to address, and to respond to cybersecurity issues and threats.
- The Agency shall provide assistance and deliver advice to the Commission and EU MS on issues related to cybersecurity falling within its competencies as set out in the Regulation.
- Building on national and EU efforts, the Agency shall develop a high level of expertise.
- The Agency shall use this expertise to stimulate broad cooperation between actors from the public and private sectors.
- The Agency shall assist the Commission, in the technical preparatory work for updating and developing EU legislation in the field of cybersecurity.

## 2. ADDITIONAL INFORMATION

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


## PART 2 TECHNICAL SPECIFICATIONS (LOT 3)

### I. SCOPE OF THIS TENDER

The purpose of this Call for Tenders (LOT 3) is to select one contractor to provide three subscription services across two dimensions related to the operational needs of our Agency. These subscription services will likely be renewed on a yearly basis, contingent upon satisfying ENISA's requirements.

**PLEASE NOTE:** We encourage candidates to collaborate with other service providers either via an ad-hoc consortium or with specific subcontractors in order to be able to offer **all three** subscription services requested.

Subject of the tender	Maximum budget
<b>LOT 3</b> - Delivery of subscription services related to the Operational Cooperation of ENISA	<p>A maximum budget of <b>€700.000,00 (seven hundred thousand euro) <u>for the first year</u></b> for initial setup, and delivery of subscription services as part of:</p> <p>a maximum budget of <b>€2.800.000,00 (two million eight hundred thousand euro)</b> over the maximum possible period of 4 years</p>
Last date for <u>dispatch</u> of offers	<b>10<sup>th</sup> November 2020 until 18:00 CET</b>
<p><b>PLEASE NOTE:</b> This tender procedure is limited to tenderers which are legally incorporated in a member state of the European Union/EEA, or which have an incorporated subsidiary in one of the EU/EEA member states. (The Agreement on Government Procurement (GPA) does not apply to EU Regulatory Agencies.)</p> <p><b>IMPORTANT! Provisions relating to BREXIT</b></p> <p><i>For British candidates or tenderers:</i></p> <p><i>Please be aware that after the UK's withdrawal from the EU, the rules of access to EU procurement procedures of economic operators established in third countries will apply to candidates or tenderers from the UK depending on the outcome of the negotiations.</i></p> <p><i>In case such access is not provided by legal provisions in force candidates or tenderers from the UK could be rejected from the procurement procedure.</i></p>	

<b>Method of submitting tenders:</b>  e-Submission	<b>e-Submission portal</b> <i>Courier or postal service</i> <i>By hand</i> <i>By email</i>	<b>YES</b> <b>NO</b> <b>NO</b> <b>NO</b>
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## 1. GENERAL DESCRIPTION OF THE REQUIRED SERVICES

ENISA is looking to select a suitable contractor for the provision of subscribed services from suitable vendors in order to enhance its Operational capabilities across two dimensions:

- a) The improvement of services provided by its Open Cyber Situational Awareness Machine (OpenCSAM) tool with the enrichment of enterprise level information feeds from Twitter<sup>1</sup> and SHODAN<sup>2</sup>.
- b) The improvement of Cyber Threat Intelligence (CTI) capabilities with the provision of enterprise level CTI services from relevant providers in this field, with emphasis on Strategic and Operational CTI; best suited for the tasks of ENISA resulting from its mandate<sup>3</sup> and the CTI processes performed internally.

### 1.1. SCOPE AND OBJECTIVES

The new EU Cybersecurity Act<sup>4</sup> defined a new operational role for ENISA. This is reflected in ENISA's new mandate and strategy. The scope of this tender is to develop the appropriate operational capabilities in order to support this purpose. The provision of private feeds will complement and greatly enhance the Agency's situational awareness and operational response towards its stakeholders from EU Institutions, Bodies, Agencies and Member States' cyber security authorities.

The objectives of this project are:

Deliverable 1 (**D1**): The provision of enterprise level subscription service for Twitter

Deliverable 2 (**D2**): The provision of enterprise level subscription service for SHODAN.

Deliverable 3 (**D3**): The provision of enterprise level subscription service for CTI services.

Specifically for **D3**: 'Provision of enterprise level subscription for CTI services', **it is important to note** that whilst ENISA would like to receive a solution that covers all of the requirements as listed in Task 2.3 below, solutions offered that cover a majority of the requirements will still be accepted, however it must clearly be stated in your offer which areas are not covered.

To this end, we also encourage tenderers to form consortiums/groupings or use subcontractors in order to provide a complete solution.

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<sup>1</sup> <https://twitter.com/home>

<sup>2</sup> <https://www.shodan.io/>

<sup>3</sup> <https://www.enisa.europa.eu/news/enisa-news/the-european-union-agency-for-cybersecurity-a-new-chapter-for-enisa>

<sup>4</sup> <https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:52017PC0477&from=EN>

## 2. TASKS TO BE PERFORMED

### 2.1. TASK 1 - PROVISION OF ENTERPRISE LEVEL SUBSCRIPTIONS FOR TWITTER

The successful contractor will provide ENISA with a one (1) year subscription to the Twitter Enterprise data via access to Twitter's Enterprise APIs. More specifically, ENISA would like to gain access to the following APIs:

- a) **PowerTrack for Twitter**<sup>5</sup> which is a filtered stream of all Tweets, extracted from the full Twitter Firehose. Features data enrichments such as URL expansion and Boolean support.
- b) **Twitter Full-Archive Search API**, which provides complete and instant access to the entire archive of Twitter data.

A case study on the use of Twitter data by OpenCSAM (required to be provided to Twitter) is provided in Annex A.

This Task will have the following deliverable:

**D1:** Provision of Twitter Power Track and Full-Archive search APIs.

### 2.2. TASK 2 - PROVISION OF ENTERPRISE LEVEL SUBSCRIPTION FOR SHODAN.

The tenderer will provide ENISA with a one (1) year subscription to the SHODAN Enterprise data via access to SHODAN's Enterprise Platform and API for:

- a) Up to 50 users
- b) Up to 300,000 IPs scans/month
- c) Bulk data, real-time firehose, on-demand scanning

This Task will have the following deliverable:

**D2:** Provision of SHODAN enterprise license and access

### 2.3. TASK 3 - PROVISION OF ENTERPRISE LEVEL SUBSCRIPTION TO CTI SERVICES.

The services provided by the successful contractor should fulfil as many as possible from the requirements derived by current and future ENISA activities in the area of CTI. The below requirements (captured from ENISA's stakeholders<sup>6</sup>) have been identified for the delivery of the CTI Subscription

<sup>5</sup> <https://developer.twitter.com/en/docs/tweets/filter-realtime/overview/powertrack-api>

<sup>6</sup> An internal survey capturing ENISA CTI requirements has been performed. The winning bidder will receive it and use it as initial documentation for a more detailed identification of functional requirements.

Service: CTI information originating from the Subscription Service should be primarily strategic and operational intelligence and secondarily tactical intelligence.

In particular:

- CTI information originating from the Subscription Service should:
  - 2.3.1. cover at a strategic and operational level the below threats (for more context see recent [ENISA Threat Landscape reports](#)): malware, web-based attacks, web application attacks, phishing, DDoS, spam, data breaches, insider threat, physical manipulation/damage/theft/loss, information leakage, identity theft, cryptojacking, ransomware, cyber espionage.
  - 2.3.2. cover at a strategic and operational level intelligence related to the below threat agents (for more context see recent [ENISA Threat Landscape reports](#)): cyber-criminals and nation state actors (primarily) as well as hacktivists, insiders, cyber terrorists, and script kiddies (secondarily).
  - 2.3.3. Be provided in different models and standards (e.g. STIX1.X, STIX2.X, etc.).
  - 2.3.4. Be delivered via a variety of different transport mechanisms (e.g. TAXII, HTTPS, REST API, RSS, email, SFTP, etc.).
  - 2.3.5. Be delivered securely (security of data in transit).
  - 2.3.6. Be provided in a variety of data formats (XML, JSON, YAML, CSV, TSV, PDF, DOCX, TXT). This also includes emails, PDFs, via free text, via browser plugins, etc.
  - 2.3.7. Be able to be integrated with ENISA's CTI infrastructure and tooling landscape. Preferably, out-of-the-box integration is desired but the contractor should utilize the relevant APIs to provide the integration needed with ENISA's infrastructure and tooling landscape.
  - 2.3.8. Be able to be pushed and pulled to ENISA's CTI infrastructure and tooling landscape (at least at data level, i.e. via exchange of formatted data – see also point above regarding supported data formats).
  - 2.3.9. Be able to be accessed via ENISA's CTI infrastructure and tooling landscape (i.e. through APIs, bridges, etc. - see also point above regarding integration to the ENISA CTI infrastructure).
  - 2.3.10. Be also able to be accessed via the contractor's web portal. The contractor's web portal should also provide TIP-related functionalities for intelligence processing and analysis (e.g. visual analysis, geographical representation, clustering, advanced searching, tagging, alerting, etc.). These functionalities should be able to be executed within the contractor's portal and then exported/transferred to ENISA's CTI infrastructure and/or tooling landscape.
  - 2.3.11. Be integrated at data level with data stored within ENISA's CTI infrastructure.
- The CTI Subscription Service Provider should be able to:
  - 2.3.12. monitor open source intelligence (OSINT) as well as closed sources and disseminate the threat analysis to ENISA.



- 2.3.13. cover OSINT sources such as news, media reports and cyber security reports, curate/summarize them and disseminate them to ENISA on a periodic basis (e.g. daily, weekly, etc.).
- 2.3.14. provide strategic and trend analysis related to EU cyber landscape on a periodic basis and on demand.
- 2.3.15. provide strategic and operational analysis of horizon threats and key technology areas (e.g. 5G, IoT, cloud, AI, etc.) on a periodic basis and on demand.
- 2.3.16. provide strategic and operational and trend analysis of specific critical infrastructure sectors (e.g. financial, energy, transport, healthcare, etc.) on a periodic basis and on demand.
- 2.3.17. provide strategic and operational analysis and threat assessment on high impacting global events (e.g. COVID19).
- 2.3.18. provide strategic and operational analysis and threat assessment on EU and global geopolitical events that affect the cyber threat landscape (with specific focus on EU).
- 2.3.19. provide strategic and operational intelligence that can be consumed by middle managers as well as C-Suite stakeholders.
- 2.3.20. provide intelligence that also contains operational and strategic (long term) recommendations for enterprise IT infrastructure.
- 2.3.21. provide (tactical and operational) intelligence related to ENISA's digital footprint and (tactical and operational) intelligence tailored to ENISA's IT infrastructure and software stack.
- 2.3.22. provide operational intelligence that can be consumed by operational teams as well as middle managers.
- 2.3.23. provide an aggregated view of EU's cyber security incidents and threats for situational awareness (EU cyber threat landscape view). The view can be filtered per EU country.
- 2.3.24. capture and periodically review the Priority Intelligence Requirements (PIRs) from ENISA to better tune its intelligence collection, processing and dissemination of its intelligence products.
- The CTI process supported by the Subscriber should be customizable/adaptable to internally used CTI processing workflows.
- The CTI Subscription Service should:
  - 2.3.25. provide the capability to ENISA to submit Requests for Information (RFI) related to strategic and operational intelligence topics.
  - 2.3.26. mark the intelligence delivered to ENISA using Traffic Light Protocol (TLP). Apart from TLP AMBER intelligence, focus should be also put on TLP WHITE intelligence that can be reused within ENISA public reporting as well as TLP GREEN intelligence that ENISA can disseminate to ENISA's relevant stakeholders and communities.
- The CTI Subscription Service Provider:
  - 2.3.27. Should be able to deliver briefings about specific topics of interest to ENISA on demand or on a periodic basis.
  - 2.3.28. Should have headquarters within the EU.

This Task shall include the following deliverable:

**D3:** Provision of an enterprise level subscription to CTI services

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## 2.4. TASK 4 - PROJECT MANAGEMENT

The main objective of this task is to define and implement appropriate management mechanisms that will facilitate the purchase of the required services. As part of this task, the prospective Contractor should also interact with ENISA staff and provide regular management updates. This will ensure the punctual delivery of good quality results of this pilot on budget.

The prospective Contractor is expected to purchase subscriptions on behalf of the agency for the services required in Tasks 1, 2 and 3. The Agency will provide to the contractor the necessary information that may be requested by the vendors in order to fulfil the purchase of these services.

The prospective contractor shall request specifications and pricing information from the vendors according to the specs of this tender and present ENISA a quote for the provision of these services in its offer.

After a contract is awarded the detailed implementation of the project management information will be further discussed with ENISA and confirmed as final during the project kick off meeting.

The Contractor is also expected to deliver the following:

- Organise teleconferences with ENISA, as required, on progress of the project and provide the minutes of these meetings.

This Task will have the following deliverable:

- **D4:** Project management.

## 3. LIST OF DELIVERABLES

The Contractor is expected to deliver the following services to ENISA:

- **D1:** Provision of Twitter Power Track and Full-Archive search APIs.
- **D2:** Provision of SHODAN enterprise license and access
- **D3:** Provision of enterprise level subscription to CTI services
- **D4:** Project management.

We expect, given the planning, that the Contractor will need to work in parallel for the aforementioned deliverables.

English is the language to be used for all the reports, articles, documents and material produced.

#### 4. DURATION

The subscription services shall be commenced as soon as possible following the conclusion of a specific contract for the first year of services.

It is expected that the contract will be in place by 15<sup>th</sup> December 2020 and that a Kick-Off meeting between the ENISA project managers and the successful contractor should take place either before the Christmas/New Year break, or immediately afterward in January 2021. The steps required for the contractor to set up and finally provide the services, shall be based on the phases mentioned in 'Task 4 Project Management' and further refined at the Kick-Off meeting.

The Tenderer is required to make a proposal in their tender for the time schedule of the activities in order to carry out the project.

#### 5. PLACE OF EXECUTION OF THE ACTIVITIES AND COMMUNICATIONS

The execution of the activities will take place at the Contractor's premises. Network based collaborative tools (i.e. videoconferencing) will be used as working methods when needed.

In order to save project resources, the information exchange will be performed via electronic means, such as e-mail, web and phone conferencing.

It should be mentioned that the contractor's costs of potential business trips - if needed - should be included in the total offer. ENISA will not additionally reimburse the contractor for taking part in these meetings

#### 6. CONTENT AND PRESENTATION OF THE TECHNICAL OFFER (LOT 3)

The Tenderer shall enclose with the **Technical Offer** all documents and information that will enable its offer to be assessed in terms of quality and of compliance with the Specifications. An Offer shall include a description of the operational means and procedures to be implemented to perform the Contract, supported where appropriate by related documents.

The technical offer must address each of the following elements as A MINIMUM in order to be considered a valid and conforming offer.

1. The tenderer **must** include detailed specifications on the services required by ENISA.
2. The tenderer **must** include the required information/documentation that ENISA may need to provide to the vendors in order to receive their services.
3. The tender **must** include all related project management information like:
  - a) Gantt chart(s) representing tasks, milestones, product delivery dates,
  - b) a list of possible risks and mitigation measures,
  - c) the project quality assurance process,
  - d) the composition of the Contractor's project team with their exact role in the project,

e) list of similar or relevant projects

In addition to the above the tenderer must provide the information concerning subcontracting as requested in Part 3; section 1.4.

## 7. CONTENT AND PRESENTATION OF THE FINANCIAL OFFER (LOT 3)

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

Prices must be quoted in **EURO** and include all expenses necessary to perform the contract.

The Financial Offer form requires that you provide a separate yearly price for each of the three subscription services. The first year, which includes the initial setup, piloting and delivery, shall cover each Subscription service and all related services for the first 12 months of actual active subscriptions. It is anticipated that the outlay required for provision of ALL requirements listed in Section 2 of this document (for the 12 month period) should reasonably be priced at an amount **not exceeding €700.000,00**

Ongoing yearly subscription services (in years 2 to 4) shall be costed by the tenderer using the separate price boxes provided. The general consultancy services price box is not mandatory but would be beneficial to your overall offer.

## 8. TENDER RESULT AND ESTIMATED CONTRACT VALUES (LOT 3)

The result of the evaluation of tenders will be the awarding of one framework service contract. The overall maximum contract value without this being binding for ENISA is **two million eight hundred thousand Euros (€2.800,000.00)** over a maximum possible period of 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).*

## 9. 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) 2018/1725<sup>7</sup> ('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.

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<sup>7</sup> 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

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 IV.

- **Regulation (EU) 2016/679<sup>8</sup> (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](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;

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<sup>8</sup> 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 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)<sup>9</sup>, 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:
  - o 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.;
  - o the contractor may not change the location of data processing without the prior written authorisation of ENISA ;
  - o 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 ;
  - o 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;
  - o 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](mailto:dataprotection@enisa.europa.eu).

In addition, **Article II.9.2 of the draft contract** provided in Annex IV 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.

## 10. 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.

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<sup>9</sup> <http://www.edps.europa.eu>

## 11. 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.

## 12. PRICE REVISION

The price quoted must be fixed and not subject to revision for the duration of the framework contract for the first year of subscription services. If there is a subsequent official and published change in yearly pricing by any of the subscription vendors, this shall immediately be brought to the attention of ENISA and written evidence to this effect shall be provided.

## 13. COSTS INVOLVED IN PREPARING AND SUBMITTING A TENDER

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

## 14. PERIOD OF VALIDITY OF THE TENDER

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

## 15. PROTOCOL ON 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.

## 16. PAYMENT ARRANGEMENTS

Payments under the Contract shall be carried out within 30 days of submission of an invoice accompanying the deliverable based on the conditions set out in the draft contract.

The 'e-Invoicing Web Portal' of the European Commission shall be used for submitting invoices. Use of this web portal requires the creation of an EU Login (ECAS) account to gain access.

The possibility of requests for advance payments and frequency of payments per year shall be discussed and agreed with the winning contractor. An invoice must specify the specific deliverables covered. A note that accompanies the final deliverables must present the resources used for each of the deliverables presented.

## 17. CONTRACTUAL DETAILS

A Framework Service Contract will be proposed to the successful candidate. Selection of the 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 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 IVa).

Execution of the Framework Contract will be performed via Specific Contracts or Order forms. Upon signature of the framework contract by both parties, a specific contract will be immediately signed for the first year of services.

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



## PART 3 TENDER SPECIFICATIONS (LOT 3)

### 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 IV) 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.

Hand written or electronic signature of the consortium leader who submits the tender is not required, since the signature of the **e-Submission ‘Tender Preparation Report’** implies that all included documents are signed by this party.

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### 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 responsible<sup>10</sup> 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.

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### 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 IVa) 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

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### 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.

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<sup>10</sup> 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** environment<sup>11</sup>, all tenders must provide information and supporting documentation in three 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. The Legal Entity Form needs to be signed by participating parties that are not signing the '**Tender Preparation Report**'.

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](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:

<sup>11</sup> 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](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](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 V (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 II)

#### **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*).

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## **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 III.**

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 IV). 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 application<sup>12</sup>.

- In the box labelled '**Total amount exclusive of taxes**' – please add the amount Total P<sub>B</sub> 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 P<sub>B</sub> from your Financial Offer form

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.

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<sup>12</sup> 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 successive stages.

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 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.

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#### 3.1 EXCLUSION CRITERIA

All tenderers shall provide a 'declaration on their honour' (see Annex II), 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 II 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/EC<sup>13</sup>.

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.”*

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## 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.

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### 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.

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### 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) A statement of the average turnover of the last two (2) financial years for which accounts have been closed. The **minimum annual average turnover** of the tenderer shall be **€700.000,00 (seven 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.

- (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.

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<sup>13</sup> 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>

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, reliability and similar circumstances. Tenderers are required to prove that they have sufficient technical and professional capacity to perform the contract by providing the following documentation:

#### a) Criteria relating to tenderers

Tenderers (in case of a joint tender the combined capacity of all tenderers and identified subcontractors) must comply with the following criteria:

- The tenderer must prove its experience related with the areas of expertise listed in Part 2 section 2 with at least two (2) projects delivered in this field within the last three years, each with a **minimum value of € 50,000.00**.
- The tenderer must prove its experience of working in EU Member States with at least 2 projects delivered in the last three years.

Please note that your list of previous projects in the fields of expertise mentioned above can be from a wide cross-section of organisations including private industry, commercial enterprises and academia as well as with public or governmental organisations.

#### b) Evidence:

The following evidence should be provided to fulfil the above criteria:

- Details of the structure of the organisation
- List of **related** services provided in the past five years, with **provable evidence**.
- The educational and professional qualifications of the experts who will provide the services for this tender (CVs), including the management staff. Each CV provided should indicate their intended function in the delivery of the services.



### 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 for LOT 3		Weighting (max. points)
1.	<b>Technical compliance</b>	Compliance with the technical requirements (Part 2 of this document)	40
2.	<b>Quality and accuracy of content and structure</b>	Quality of the proposal and accuracy of the description to provide the requested services. Quality of solution offered.	40
3.	<b>Project Team</b>	Experience, expertise and relevance of the team proposed for delivering the subscription services	20
<b>Total Qualitative Points (QP)</b>			<b>100</b>

#### Minimum attainment per criterion

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

#### Minimum attainment overall

Offers scoring **less than 60/100** overall, after the quality award criteria evaluation phase 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

The Financial Offer form **Annex III (c)** contains six (6) mandatory price boxes, which shall be completed with a monetary amount by the tenderer. The general consultancy services price box is not mandatory but would be beneficial to your overall offer.

**Please note:** If either of the two mandatory price boxes are left blank by the tenderer then the Financial Offer will be considered to be invalid and will be eliminated from further evaluation.

The price points shall be calculated based on the following price scenario formula:

$$P_B = L3a + L3b + L3c$$

$$PP = (PC / PB) \times 100$$

Where;

- PP** = Weighted price points  
**PC** = Cheapest bid price received  
**PB** = Bid price being evaluated

### 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 **11<sup>th</sup> November 2020 at 11:30 EET Eastern European Time (Greek local time)** at ENISA Athens office, 1 Vasilissis Sofias Street, Maroussi 151 24 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](mailto: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 overall Tender **“Cyber Threat Intelligence Infrastructure – design, deployment and subscription services”** is divided into 3 Lots.

**Lot 1:** CTI Infrastructure - design and deployment'

**Lot 2:** Design of CTI objects

**Lot 3:** Delivery of subscription services related to the Operational Cooperation of ENISA ([this document](#))

### 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.