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## **OPEN CALL FOR TENDERS**

### ***Tender Specifications***

# **“External evaluation of the activities of the European Union Agency for Network and Information Security”**

**ENISA D-DIR-15-T12**

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# PART 1 INTRODUCTION TO ENISA

## 1. BACKGROUND ON ENISA

### 1.1 Introduction

Electronic communications, infrastructure and services are essential factors, both directly and indirectly, in economic and societal development. They play a vital role for society and have in themselves become ubiquitous utilities in the same way as electricity or water supplies, and also constitute vital factors in the delivery of electricity, water and other critical services. Communications networks function as social and innovation catalysts, multiplying the impact of technology and shaping consumer behaviours, business models, industries, as well as citizenship and political participation. Their disruption has the potential to cause considerable physical, social and economic damage, underlining the importance of measures to increase protection and resilience aimed at ensuring continuity of critical services. The security of electronic communications, infrastructure and services, in particular their integrity, availability and confidentiality, faces continuously expanding challenges which relate, inter alia, to the individual components of the communications infrastructure and the software controlling those components, the infrastructure overall and the services provided through that infrastructure. This is of increasing concern to society not least because of the possibility of problems due to system complexity, malfunctions, systemic failures, accidents, mistakes and attacks that may have consequences for the electronic and physical infrastructure which delivers services critical to the well-being of European citizens.

### 1.2 Scope

The European Union Agency for Network and Information Security (ENISA, hereinafter ‘the Agency’) was established in order to undertake the tasks assigned to it for the purpose of contributing to a high level of network and information security within the Union and in order to raise awareness of network and information security and to develop and promote a culture, of network and information security in society for the benefit of citizens, consumers, enterprises and public sector organisations in the Union, thus contributing to the establishment and proper functioning of the internal market.<sup>1</sup>

### 1.3 Objectives

The Agency’s objectives are as follows:

- The Agency shall develop and maintain a high level of expertise.
- The Agency shall assist the Union institutions, bodies, offices and agencies in developing policies in network and information security.
- The Agency shall assist the Union institutions, bodies, offices and agencies and the Member States in implementing the policies necessary to meet the legal and regulatory requirements of network and information security under existing and future legal acts of the Union, thus contributing to the proper functioning of the internal market.
- The Agency shall assist the Union and the Member States in enhancing and strengthening their capability and preparedness to prevent, detect and respond to network and information security problems and incidents.
- The Agency shall use its expertise to stimulate broad cooperation between actors from the public and private sectors.

## 2. ADDITIONAL INFORMATION

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

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<sup>1</sup> Regulation (EU) No 526/2013 of the European Parliament and of the Council of 21 May 2013 concerning the European Union Agency for Network and Information Security (ENISA) and repealing Regulation (EC) No 460/2004.

## PART 2 TERMS of REFERENCE

### A. SCOPE OF THIS TENDER

Within the context of this Open tender procedure, ENISA would like to find a suitably qualified contractor to provide the services as stipulated in the Terms of Reference outlined below.

Within the context of this Open tender procedure, ENISA would like to find a suitably qualified contractor to provide an external evaluation of the annual activities of the European Union Agency for Network and Information Security (ENISA) based on the Terms of reference outlined below. Such an annual evaluation is expected to be carried out from 2015 – 2018 inclusive.

Subject of the tender	Maximum budget
External evaluation of the activities of the European Union Agency for Network and Information Security	€400.000,00 over maximum of 4 years
Last date for <u>despatch</u> of offers	<b>23<sup>rd</sup> March 2015</b>
<b>PLEASE NOTE:</b> This tender procedure is limited to tenderers which are legally incorporated in a member state of the European Union or EEA, or which have an incorporated subsidiary in one of the EU member states or EEA. (The Agreement on Government Procurement (GPA) does not apply to EU Regulatory Agencies.)	

# 1. GENERAL DESCRIPTION OF THE REQUIRED SERVICES

## 1.1 Legal basis

According to the Article 29 (5) of the Financial Regulation applicable to the European Union Agency for Network and Information Security (ENISA)<sup>2</sup> (hereinafter referred to as “the Agency”), ex –post evaluations shall be undertaken. Such evaluations shall be made to all programmes and activities which entail significant<sup>3</sup> spending. The results of such evaluation shall be send to the Management Board.

Also, the Article 29(5) of the Financial Regulation provides that, the Executive Director shall prepare an action plan to follow up on the conclusions of the evaluations and report on its progress twice a year to the Commission and regularly to the Management Board.

In addition, according to the Article 11.2 (f) of the ENISA Regulation (EU) No 526/2013, the Executive Director shall be responsible for preparing the action plan following-up on the conclusions of the retrospective evaluations and reporting on progress every two years to the Commission.

### EU Policy context

Particular attention shall also be paid to the Inter-institutional Common Approach on the decentralised EU agencies<sup>4</sup> and the Commission Roadmap<sup>5</sup>. Furthermore, the policy framework is completed by other relevant policy documents adopted by the EU Institutions in the form of:

- Council Conclusions;
- Commission Communications;
- European Parliament resolutions.

## 1.2 Previous assessments of the Agency

The evaluation should take into consideration the reports on the Agency produced by the European Court of Auditors as well as the Internal Audit Service of the European Commission.

The evaluation should also take into consideration the overall evaluation of European Agencies conducted by the European Commission during 2009<sup>6</sup>. The evaluation was carried out by Rambøll Management Consulting, Eurevall and applied to 26 EU decentralised agencies, including the ENISA. This evaluation was designed to contribute to the discussions on the future of the agencies system of the European Union by taking a horizontal look at analysing all agencies and examining the implications of the creation and operation of agencies in the EU.

The report included an overall synthesis and options for the years to come; it also provided detailed conclusions at the level of the agency system as well as detailed findings at the level of individual agencies.

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<sup>2</sup> The Decision of the ENISA Management Board No Mb/2014/1 WP

<sup>3</sup> For the purpose of this tender, the significant spending should be considered as spending above 30 000 EUR.

<sup>4</sup> [http://europa.eu/agencies/documents/joint\\_statement\\_and\\_common\\_approach\\_2012\\_en.pdf](http://europa.eu/agencies/documents/joint_statement_and_common_approach_2012_en.pdf)

<sup>5</sup> [http://europa.eu/agencies/documents/2012-12-](http://europa.eu/agencies/documents/2012-12-18_roadmap_on_the_follow_up_to_the_common_approach_on_eu_decentralised_agencies_en.pdf)

[18\\_roadmap\\_on\\_the\\_follow\\_up\\_to\\_the\\_common\\_approach\\_on\\_eu\\_decentralised\\_agencies\\_en.pdf](http://europa.eu/agencies/documents/2012-12-18_roadmap_on_the_follow_up_to_the_common_approach_on_eu_decentralised_agencies_en.pdf)

<sup>6</sup> Evaluation for the European Commission. ABAC Contract No. 30-CE-0230814/00-05 Specific contract No 003-004  
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The main issues addressed by the evaluation were: rationale and relevance; input into the work of the European Institutions; good governance; coherence; effectiveness; efficiency in the conduct of their activities and the achievement of their objectives; and oversight activities.

In addition, the evaluation should take into consideration evaluation of the ENISA conducted by the European Parliament “The role of ENISA in contributing to a coherent and enhanced structure of network and information security in the EU and internationally”<sup>7</sup>.

### **1.3 Objectives and tasks**

The overall objective of the report is to evaluate the effectiveness, efficiency, added value, utility, coordination and coherence of the activities carried out by the European Union Agency for Network and Information Security (ENISA) in order to implement its annual work programme.

**The evaluation of the ENISA activities will serve three purposes:**

- 1) Provide reliable performance information to assist management to deliver against targeted results, to address problems promptly and to take planning and budget decisions;
- 2) Improve learning through regular review of ENISA activities improving internal functioning and providing staff and stakeholders with opportunities to learn more about the effectiveness and performance of the Agency;
- 3) Strengthen accountability and transparency providing empirical evidence on the outcomes of the ENISA activities and thus providing reliable information on results to the EU institutions, Member states, and relevant stakeholders and to the public.

**Objectives and tasks of the service contract:**

The specific objective resulting from this procurement procedure is to provide ENISA with evaluation of its performance.

The contract concerns the timely gathering, analysis, monitoring and reporting of accurate information (quantitative and qualitative) at the level of ENISA objectives and processes in relation to the ENISA planning and programming cycle.

Within this context, by **20 May each year**<sup>8</sup> the ex-post evaluation for the year n-1 should be carried out for every ENISA core operational activity with estimated expenditure exceeding EUR 30.000.

This evaluation shall address in particular, for each activity:

- (a) The legal basis, if applicable;
- (b) The link to short or long term policy objectives of the EU, with due regard to the evolving environment of Information Security, and in light of the objectives set in the ENISA Regulation (EU) No 526/2013;

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<sup>7</sup> [http://www.europarl.europa.eu/RegData/etudes/etudes/join/2011/464432/IPOL-ITRE\\_ET\(2011\)464432\\_EN.pdf](http://www.europarl.europa.eu/RegData/etudes/etudes/join/2011/464432/IPOL-ITRE_ET(2011)464432_EN.pdf)

<sup>8</sup> In 2015, the Report should be provided by 30 September 2015.

- (c) Quantitative and qualitative information available from public sources and/or parties concerned. This information should be further measured against the performance indicators agreed by the Management Board. The analyses of the effectiveness of the activity should be presented here as well, e.g. the extent to which the ENISA objectives are achieved, including the quality and timeline of its achievements. Also, the impact compared to other existing or possible national level and/or the EU level activities should be analysed.
- (d) Coordination and coherence. The extent to which the Agency coordinates its activity with relevant bodies, offices and agencies in the field of Information and Communications Technologies (ICT) and carrying out similar tasks. The analyses should present how the ENISA activity contradicts or complements those of other public interventions.
- (e) The volume of appropriations, human resources and other administrative expenditure allocated to such activity with due regard for the cost-effectiveness principle. The analyses of efficiency should be presented here as well, e.g. the extent to which the Agency has conducted its activity and achieved its objectives at a reasonable cost in terms of financial and human resources and administrative arrangements;

On this basis, the contractor is expected to provide a report with conclusions in order to present the ex-post evaluation of the ENISA's performance.

In addition, the report should provide a methodology used for measuring the performance indicators (point c) and propose an action plan to follow up on the conclusions of the evaluation. Also, it should analyse the options available, including the risks associated with them, as well as also including the option of 'doing nothing'.

#### **1.4 Methodology**

This section gives some guidelines on the data collection and analysis methods to be followed by the external contractor. Nevertheless it is expected that the selected contractor will use its knowledge and experience to refine the suggested approach regarding the compilation and analytical methods for the required tasks. In particular the contractor must specify how the suggested methodology will deliver on purpose and scope of the external evaluation and should demonstrate the robustness of the methodology as well as to justify the choice of evaluation techniques and point out relative advantages and disadvantages.

The evaluation could make appropriate use of the following means:

- a) Data collection and information-gathering.

Data and information should be gathered from published sources and directly from the parties concerned.

- b) Structured representative sample surveys.

- c) Any other methods and tools which contractor considers appropriate, such as in depth interviews, focus groups, case studies, etc.

The evaluation should draw on information and views supplied directly by the main stakeholders of ENISA. Stakeholders to be surveyed should in any case include the following:

- Officials of the European Union institutions, such as the European Commission, the European Parliament, decentralised agencies of the European Union;
- ENISA Management Board;
- ENISA Permanent Stakeholders Group;
- Members of the Friends of the Presidency Group on Cyber Issues;
- Officials from public bodies competent for cyber issues at the national level, including Computer Emergency Response teams.

The abovementioned list is not meant to be exhaustive. Nevertheless the Contractor, within the proposed methodology, is expected to make a complete proposal that must include a mix of activities and a number of different types of instruments, such as case studies, focus groups, interviews, etc., considered as the best in order to provide the services required. The proposal should ensure a balance between the ENISA stakeholders.

The key tool for gathering such views should be several structured questionnaire scripts or structured interviews. The contractor is expected to propose the most relevant target groups to be addressed in order to gather information required. The contractor should make clear the entire sample addressed for each target group as well as inviting questionnaire respondents to provide objectively verifiable evidence in support of their views. Particular emphasis should be placed on the effectiveness of ENISA and on gathering counterfactual views. When proposing sample surveys, the contractor should make clear the entire sample addressed for each target group.

It is expected that considerable emphasis will be placed on analyses and assessment of findings. The detailed evaluation of ENISA activities should be guided by the data and information gathered from published sources, internal information, the results of survey and information and recommendations gathered by interviews. The rationale for the processing and extraction of data from result tables must be comprehensively documented.

Following the suggested methodology, the Contractor should agree with the Agency on the approach, questionnaire(s), selection of target group(s), organisation of interview(s), etc.

Some travelling within the EU may be deemed necessary for example to meet with stakeholders and/or attend relevant meetings. Any possible costs for the travelling should be included in the financial offer.

## **2. THE PROJECT TEAM AND ORGANISATION**

The Project team must include *a minimum of* one Project Coordinator, who is responsible for the project's overall coordination, and *a minimum of* 2 Experts among whom at least 1 *must be* a Senior Expert:

## **(a) Project Coordinator**

### *Qualifications and professional experience*

- University degree;
- A minimum of fifteen (15) years of professional experience following the graduation, out of which a minimum of eight (8) years of experience must be related to the issues of the contract and to the type of tasks to be performed (monitoring and evaluation of international and EU institutions, policies/programmes and projects);
- Proven experience in managing monitoring projects, as manager or coordinator of at least two (2) projects in the above mentioned field;
- Excellent knowledge of English (Level C1 based on Common European Framework of Reference (CEF)).

## **(b) Senior Expert**

### *Qualifications and professional experience*

- University degree;
- A minimum of fifteen (15) years of general professional experience following the graduation, out of which a minimum of four (4) years of experience must be related to the issues of the contract and to the type of tasks to be performed (monitoring and evaluation of international and EU institutions, policies/programmes and projects);
- Excellent knowledge of English (Level C1 based on Common European Framework of Reference (CEF)).

## **(c) Junior Expert(s)**

### *Qualifications and professional experience*

- University degree;
- A minimum of four (4) years of general professional experience out of which a minimum of one (1) year of experience must be related to the issues of the contract and to the type of tasks to be performed (monitoring and evaluation of international and EU institutions, policies/programmes and projects);
- Excellent knowledge of English (Level C1 based on Common European Framework of Reference (CEF)).

The mentioned project team composition is meant to be the minimum requirement and the Contractor should in any case ensure the necessary support staff for the management of the project.

## **2.1 Project management and organisation**

The Project Coordinator is responsible for coordination and administrative tasks, as well as for contacting and informing the Agency about all aspects relating to the execution of the contract and the quality of the deliverables, including the periodic progress updates as described in section 2.2- 'Project implementation monitoring'.

The Contractor is expected to organise its own project management and coordination team – the Project Team – lead by the Project Coordinator, to oversee all aspects of work relating to the

evaluation. The Project Coordinator will be responsible for reporting to ENISA about developments, challenges and proposed courses of action concerning the evaluation, including the delivery of planned reports and periodical e-mail reporting. The team should consist of staff with the relevant qualifications and skills to manage and implement the evaluation.

The Contractor, after the signature of the contract and during its implementation, must ensure that the replacement persons have the same or more experience and qualifications as those initially chosen.

ENISA must approve any changes to the Project Coordinator which may occur during the implementation of the contract.

## **2.2 Project Implementation Monitoring**

The Agency will set up a Steering Group for monitoring the project in technical and administrative terms. The contractor should report immediately to the Agency in writing any problems they encounter during the implementation of the contract.

The Steering Group will be composed of the Heads of Departments and the ENISA Management Board Secretariat.

The Project Coordinator will provide ENISA with monthly updates (in MS-Office compatible format) on the progress and other relevant aspects of the work.

Updated reports on the on-going activities and the state of affairs must be sent to ENISA on the first working day of each month as e-mail attachments, throughout the contract period.

Updates to be used as an 'early warning' system for identifying and rectifying problems regarding preparation of the working tools, questionnaires, organisation of focus groups (for example).

Any written communication sent by the Agency shall be answered within five (5) working days.

Monthly updates will begin one month after the starting date of the contract, and will finish upon submission of the final annual report. In addition, the Project Coordinator will deliver to ENISA progress reports every two weeks in the form of brief e-mails documenting overall progress. This should be supported by additional e-mail and telephone contacts, whenever necessary.

## **3. DELIVERABLES, DURATION AND DEADLINES**

The scheduled duration of the contract is for a maximum of (4 years) and the contractor must be available to start in May 2015.

The 'Kick off' meeting and the presentation of the methodology shall be held by the end of the fifth week of **each year**<sup>9</sup>. During this meeting it is expected that the ENISA core operational activities in concern will be briefly presented by the Agency.

Furthermore, the interim report (for ENISA core operations annual activities carried out in the year

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<sup>9</sup> In 2015, the Kick off meeting is expected to be organized by 15 May 2015.  
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N-1) should be prepared by **20 April of year N<sup>10</sup>**. This report will exclusively be for internal use.

The final deliverable (for ENISA core operations annual activities carried out in the year N-1) shall be delivered by **20 May each year** and shall include the full report and a presentation for the ENISA staff.

A detailed timeline of proposed activities to reach the objective of this tender shall be provided as part of the offer.

The contractor shall provide ENISA with the all data and information collected from public sources.

The language of the report, including all data and information collected, as well as the working versions of the report, shall be in English, which is the working language of the Agency.

#### **4. PLACE OF EXECUTION OF THE ACTIVITIES**

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. The contractor shall participate in two physical meetings, (the kick off as well as the final presentation of deliverable) that will be organised at the ENISA premises in Athens.

Any additional associated business trips deemed necessary to implement the proposed methodology should be included in the financial offer. ENISA will not additionally reimburse the contractor for taking part in these meetings.

#### **5. TENDER RESULT AND ESTIMATED CONTRACT VALUE**

The result of the evaluation of tenders will be the awarding of a Service Contract, renewable yearly for a maximum of up to 4 (four) years. The estimated budget cannot exceed **€100,000.00 (one hundred thousand Euros) per year** for a maximum possible total of **€400,000.00 (four hundred thousand Euros)** covering all tasks executed and including all costs (e.g. travelling expenses of the contractor to and from ENISA's premises if required).

#### **6. CONTENT AND PRESENTATION OF THE TECHNICAL OFFER**

The Tenderer should submit a **Technical Offer** containing relevant documents and information which enables ENISA to assess its quality and compliance with the specifications above (the technical description).

The Technical Offer shall include the following:

- Presentation of general approach and work to be performed;
- Proposed methodology: the Contractor should provide a description of methodologies and approaches proposed for undertaking the tasks defined in the Terms of Reference.
- The detailed timeline to carry out the proposed methodology;
- Approach proposed for the management of the work: adequacy of the mechanisms for assuring a continuous service, rapid response and timely availability of the specific

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<sup>10</sup> In 2015, the Interim report should be provided by 31 August 2015.

expertise required for covering the different services to be implemented under the Service Contract.

- 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 quality assurance methods to be used in relation to these tasks.

In addition to the above the tenderer must provide the information concerning subcontracting as requested in Part 3; article 1.5.

## **7. CONTENT AND PRESENTATION OF THE PRICE OFFER**

The Price offer must be drawn up using the Financial Offer template provided (see Annex IV).

## **8. 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.

## **9. PRICE REVISION**

Prices submitted in response to this Tender shall be fixed and not subject to revision for the first year of performance of the Contract. Prices may be revised after one year.

From the beginning of the second year of performance of the Contract, prices may be revised upwards or downwards each year, where such revision is requested by one of the contracting parties by notice served no later than three months before the anniversary of the date on which the Contract became effective. Orders shall be concluded on the basis of the prices in force on the date on which the appointments are made. Such prices shall not be subject to revision.

This revision shall be determined by the trend in the Consumer Price Index (CPI) covering Greece, where the services are to be performed.

Revision shall be calculated in accordance with the following formula:

$$Ar = Ao \frac{Ir}{Io}$$

where

Ar = revised total amount;

Ao= total amount in the original tender;

Io = index for the month in which the validity of the tender expires;

Ir = index for the month corresponding to the date of receipt of the letter requesting a revision of prices.

## **10. 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.

## 11. 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.

## 12. PROTOCOL ON PRIVILEGES AND IMMUNITIES OF THE EUROPEAN COMMUNITIES

ENISA is exempt from all taxes and duties, including value added tax (VAT), pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities. Tenderers must therefore give prices which are exclusive of any taxes and duties and must indicate the amount of VAT separately.

## 13. PAYMENT ARRANGEMENTS

Payments under the Contract shall be carried out within 60 days of submission of an invoice accompanying the final report or deliverable based on the conditions set out in the draft contract. One single payment will be made after receipt and approval of the deliverables by ENISA. 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. Time sheets should be submitted as appropriate.

## 14. CONTRACTUAL DETAILS

A model of the Service Contract is proposed to the successful candidate - see Annex V.

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

# PART 3 TENDER SPECIFICATIONS

## 1. FORMAL REQUIREMENTS

### 1.1 Address and deadline for submission of the Tender:

You are invited to tender for this project and requested to submit your tender no later than **23<sup>rd</sup> March 2015** either by:

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

or

- b) **Hand-delivery** (direct or through any authorised representative of the Tenderer) by 17.00 hours on **23<sup>rd</sup> March 2015** at the latest to the address shown below (please, be informed that only delivery during working hours 09:00-17:00 hrs. is accepted). In the case of hand-delivery, in order to establish proof of the date of deposit, the depositor will receive from an official at the below-mentioned address, a receipt which will be signed by both parties, dated and time stamped.

Please note that in this case it is the date and time actually received at the ENISA premises that will count.

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

The offer must be sent to one of the following addresses:

Postal Address		Express Courier & Hand Delivery
European Union Agency for Network and Information Security (ENISA)  For the attention of: The Procurement Officer PO Box 1309 71001 Heraklion Greece	or	European Union Agency for Network and Information Security (ENISA)  For the attention of The Procurement Officer Science and Technology Park of Crete (ITE) Vassilika Vouton 70013 Heraklion Greece

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

## 1.2 Presentation of the Offer and Packaging

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

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

OPEN CALL FOR TENDER NO. <b>ENISA D-DIR-15-T12</b>
<b>“External evaluation of the activities of ENISA”</b>
NOT TO BE OPENED BY THE MESSENGER/COURIER SERVICE
NOT TO BE OPENED BY THE OPENING COMMITTEE BEFORE <b>1st April 2015</b>
TENDERED BY: <YOUR COMPANY NAME>

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

OPEN CALL FOR TENDER NO. <b>ENISA D-DIR-15-T12</b>
<b>“External evaluation of the activities of ENISA”</b>
NOT TO BE OPENED BY THE OPENING COMMITTEE BEFORE <b>1st April 2015</b>
TENDERED BY: <YOUR COMPANY NAME>

## 1.3 Identification of the Tenderer

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

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

**a) For private entities:**

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

**b) For Individuals:**

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

**c) For Public Entities:**

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

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

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

The Tenderer must be clearly identified, and where the Tender is submitted by an organisation or a company, the following administrative information and documents must be provided:

Full name of organisation/company, copy of legal status, registration number, address, person to contact, person authorised to sign on behalf of the organisation (copy of the official mandate must be produced), telephone number, facsimile number, VAT number, banking details: bank name, account name and number, branch address, sort code, IBAN and SWIFT address of bank: a bank identification form must be filled in and signed by an authorised representative of each Tenderer and his banker.

Tenders must be submitted individually. If two or more applicants submit a joint bid, one must be designated as the lead Contractor and agent responsible.

#### **1.4 Participation of consortia**

Consortia, may submit a tender on condition that it complies with the rules of competition. The 'Consortium Form' (Annex VII) must be completed and submitted with your offer.

A consortium may be a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure. Such a grouping (or consortia) must specify the company or person heading the project (the leader) and must also submit a copy of the document authorising this company or person to submit a tender. All members of a consortium (i.e., the leader and all other members) are jointly and severally liable to the Contracting Authority.

In addition, each member of the consortium must provide the required evidence for the exclusion and selection criteria (*Articles 2 and 3 below*). Concerning the selection criteria "technical and professional capacity", the evidence provided by each member of the consortium will be checked to ensure that the consortium as a whole fulfils the criteria.

The participation of an ineligible person will result in the automatic exclusion of that person. In particular, if that ineligible person belongs to a consortium, the whole consortium will be excluded.

#### **1.5 Subcontracting**

In well justified cases and subject to approval by ENISA, a contractor may subcontract parts of the services. The 'Sub-contractors Form' (Annex VIII) must be completed and submitted with your offer.

Contractors must state in their offers what parts of the work, if any, they intend to subcontract, and to what extent (% of the total contract value), specifying the names, addresses and legal status of the subcontractors.

The sub-contractor must not sub-contract further.

Sub-contractors must satisfy the eligibility criteria applicable to the award of the contract. If the identity of the intended sub-contractor(s) is already known at the time of submitting the tender, all sub-contractors must provide the required evidence for the exclusion and selection criteria.

If the identity of the sub-contractor is not known at the time of submitting the tender, the tenderer who is awarded the contract will have to seek ENISA's prior written authorisation before entering into a sub-contract.

Where no sub-contractor is given, the work will be assumed to be carried out directly by the bidder.

### **1.6 Signatures of the Tender**

Both the technical and the financial offer must be signed by the Tenderer's authorised representative or representatives (preferably in blue ink).

### **1.7 Total fixed price**

A total fixed price expressed in Euro must be included in the Tender. The contract prices shall be firm and not subject to revision.

### **1.8 Language**

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

### **1.9 Opening of the Tenders**

The public opening of received tenders will take place on **1<sup>st</sup> April 2015 at 10:00am** at ENISA Building, Science and Technology Park of Crete, GR - 70013 Heraklion, 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, at least 48 hours prior to the opening session.

## **2. GROUNDS FOR EXCLUSION OF TENDERERS**

### **2.1 Reasons for Exclusion**

In line with Articles No.106, 107, 109(1) of the European Parliament and of the Council Regulation No 966/2012 of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002; candidates or tenderers shall be excluded from participation in a procurement procedure if:

- a) They are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or
- b) Are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- c) They have been convicted of an offence concerning their professional conduct by a judgement which has the force of res judicata;

- d) They have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- e) They have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- f) They have been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- g) Following another procurement procedure or grant award procedure financed by the Community budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

Tenderers must certify that they are not in one of the situations listed in point 2.1 (see Annex III: Exclusion criteria and non-conflict of interest form). If the tender is proposed by a consortium this form must be submitted by each partner.

## **2.2 Other reasons for not awarding the Contract**

Contracts may not be awarded to Candidates or Tenderers who, during the procurement procedure:

- a. Are subject to a conflict of interest;
- b. Are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or fail to supply this information;
- c. Any attempt by a Tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or ENISA during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of his offer and may result in administrative penalties.

See last paragraph point 2.1.

## **2.3 Confidentiality and Public Access to Documents**

In the general implementation of its activities and for the processing of tendering procedures in particular, ENISA observes the following EU regulations:

- Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- Regulation (EC) No. 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data;

- Regulation (EC) No. 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents.

### 3. SELECTION CRITERIA

The following criteria will be used to select the Tenderers. If the Tender is proposed by a consortium these criteria must be fulfilled by each partner.

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

#### 3.1 Professional Information

The Tenderer must provide evidence of enrolment (declaration or certificates) in one of the professional or trade registers, in country of establishment.

#### 3.2 Financial and Economic Capacity

Proof of financial and economic standing 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, 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 of **100,000.00 EUR**. In case of a consortium, 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 100,000.00 EUR.
- 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 request for clarification before the tender expiry date.

### 3.3 Technical and professional capacity

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

- A curriculum vita of the Tenderer, as well as of all members of the Tenderer's team, shall be included, in which the Tenderer shall refer to the skills and experience required (in line with Part 2):
- Their technical knowledge and experience in the relevant areas of expertise (including references to projects similar to the one proposed in this tender);

## 4. AWARD CRITERIA

### 4.1 Quality of the Offer

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

No	Qualitative award criteria		Weighting (max. points)
1.	<b>Technical compliance</b>	Compliance with the technical descriptions (Part 2 of this document)	20
2.	<b>Quality and accuracy of content and structure</b>	Quality of the proposal and accuracy of the description to provide the requested services	20
3.	<b>Project Team</b>	Composition of project team (ratio senior/juniors), relevant experience of the team, work flows and review cycles of the output, direct involvement of senior staff, and distribution of tasks amongst experts; quality reviews of deliverables.	15
4.	<b>Methodology</b>	Selected methodology and project management	45
<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% after the evaluation process will be considered to be of insufficient quality and eliminated from the following phase.

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

#### 4.2 Price of the Offer

Tenders must state a total fixed price in Euro. Prices quoted should be exclusive of all charges, taxes, dues including value added tax in accordance with Article 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities. Such charges may not therefore be included in the calculation of the price quoted.

ENISA, in conformity with the Protocol on the Privileges and Immunities of the European Community annexed to the Treaty of April 8th, 1965, is exempt from all VAT.

Offers exceeding the overall maximum price set in Part 2 will be excluded. The cheapest offer will receive the maximum points and the rest of the candidate's offers will be awarded points in relation to the best offer as follows

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

Where;

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

#### 5. AWARD OF THE CONTRACT

The contract will be awarded to the offer which is the most cost effective (offers the best value for money) which obtains the highest number of points after the final evaluation on the basis of the ratio between the **quality criteria (70%) and the price (30%)**. The following formula will be used:

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

Where;

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

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

## **6. PAYMENT AND STANDARD CONTRACT**

Payments under the Service Contract shall be made in accordance with article I.5 of the Special Conditions and article II.4.3 of the General Conditions (see Annex V)

In drawing up their bid, the Tenderer should take into account the provisions of the standard contract which include the "General terms and conditions applicable to contracts"

## **7. VALIDITY**

Period of validity of the Tender: 90 days from the closing date given above. The successful Tenderer must maintain its Offer for a further 220 days from the notification of the award.

## **8. LOTS**

This Tender is not divided into Lots.

## **9. ADDITIONAL PROVISIONS**

- Changes to tenders will be accepted only if they are received on or before the final date set for the receipt of tenders.
- Expenses incurred in respect of the preparation and presentation of tenders cannot be refunded.
- No information of any kind will be given on the state of progress with regard to the evaluation of tenders.
- All documents submitted by Tenderers will become property of ENISA and will be regarded as confidential.

## **10. NO OBLIGATION TO AWARD THE CONTRACT**

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

## **11. DRAFT CONTRACT**

A Service Contract will be proposed to the selected candidate. A draft copy of which is included as Annex V to this tender.

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

## 12. SPECIFIC INFORMATION

### 12.1 Timetable

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

Title: **“External evaluation of the activities of the European Union Agency for Network and Information Security”**

**ENISA D-DIR-15-T12**

#### Summary timetable comments

Launch of tender - Contract notice to the Official Journal of the European Union (OJEU)	<b>3<sup>rd</sup> February 2015</b>	
Deadline for request of information from ENISA	17 <sup>th</sup> March 2015	
Last date on which clarifications are issued by ENISA	19 <sup>th</sup> March 2015	
Deadline for submission of offers	<b>23<sup>rd</sup> March 2015</b>	in case of hand-delivery (17:00 local time. This deadline is fixed for the receipt of the tender in ENISA's premises)
Opening of offers	1 <sup>st</sup> April 2015	At 10:00 Greek time
Date for evaluation of offers	1st April 2015	At 10:30 Greek time
Notification of award to the selected candidate and 10 day standstill period commences	Mid-April 2015	Estimated
Contract signature	end April 2015	Estimated
Commencement date of activities	As per tender	Estimated
Completion date of activities	As per tender	Estimated

# ANNEX I

## Legal Entity Form

The specific form, for either a;

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

is available for download in each of the 22 official languages at the following address:  
[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)

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

# ANNEX II

## **FINANCIAL IDENTIFICATION FORM**

**- SPECIMEN FOR THE TENDERER -**

(to be completed by the Tenderer)

The Tenderer's attention is drawn to the fact that this document is a sample only, and a specific form in each of the 23 official languages is available for download at the following address:

[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)

	
<b>FINANCIAL IDENTIFICATION</b>	
PRIVACY STATEMENT	<a href="http://ec.europa.eu/budget/library/contracts_grants/info_contracts/privacy_statement_en.pdf">http://ec.europa.eu/budget/library/contracts_grants/info_contracts/privacy_statement_en.pdf</a>
<b>ACCOUNT NAME</b>	
ACCOUNT NAME 	<input type="text"/> <input type="text"/>
ADDRESS	<input type="text"/> <input type="text"/>
TOWN/CITY	<input type="text"/>
POSTCODE	<input type="text"/>
COUNTRY	<input type="text"/>
 <i>The name or title under which the account has been opened and not the name of the account holder</i>	
CONTACT	<input type="text"/>
TELEPHONE	<input type="text"/>
FAX	<input type="text"/>
E-MAIL	<input type="text"/>
<b>BANK</b>	
BANK NAME	<input type="text"/> <input type="text"/>
BRANCH ADDRESS	<input type="text"/> <input type="text"/>
TOWN/CITY	<input type="text"/>
POSTCODE	<input type="text"/>
COUNTRY	<input type="text"/>
ACCOUNT NUMBER	<input type="text"/>
IBAN 	<input type="text"/>
 <i>if the IBAN Code (International Bank Account Number) is applied in the country where your bank is situated</i>	
REMARKS:	<input type="text"/>
BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE (Both obligatory) 	DATE + SIGNATURE OF ACCOUNT HOLDER (Both obligatory)

## ANNEX III

### DECLARATION OF HONOUR ON EXCLUSION CRITERIA AND ABSENCE OF CONFLICT OF INTEREST

(Complete or delete the parts in grey italics in parentheses) [Choose options for parts in grey between square brackets]

The undersigned (*insert name of the signatory of this form*):

in [his][her] own name (*for a natural person*)

or

representing the following legal person: (*only if the economic operator is a legal person*)

Full official name: .....

Official legal form: .....

Full official address: .....

VAT registration number: .....

➤ declares that [*the above-mentioned legal person*][he][she] is not in one of the following situations:

a) is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

b) has been convicted of an offence concerning professional conduct by a judgment of a competent authority of a Member State which has the force of *res judicata*;

c) has been guilty of grave professional misconduct proven by any means which the contracting authorities can justify including by decisions of the European Investment Bank and international organisations;

d) is not in compliance with all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established, with those of the country of the contracting authority and those of the country where the contract is to be performed;

e) has been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity, where such activity is detrimental to the Union's financial interests;

➤ is a subject of an administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in a procurement procedure or failing to supply this information, or having been declared to be in serious breach of its obligations under contracts covered by the Union's budget.

➤ (*Only for legal persons other than Member States and local authorities, otherwise delete*) declares that the natural persons with power of representation, decision-making or control<sup>11</sup> over the above-mentioned legal entity are not in the situations referred to in b) and e) above;

➤ declares that [*the above-mentioned legal person*][he][she]:

<sup>11</sup> This covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares.

- g) has no conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinity, family, emotional life or any other shared interest;
- h) will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;
- i) has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to award of the contract;
- j) provided accurate, sincere and complete information to the contracting authority within the context of this procurement procedure ;

➤ acknowledges that *[the above-mentioned legal person][he][she]* may be subject to administrative and financial penalties<sup>12</sup> if any of the declarations or information provided prove to be false.

In case of award of contract, the following evidence shall be provided upon request and within the time limit set by the contracting authority:

For situations described in (a), (b) and (e), production of a recent extract from the judicial record is required or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. Where the tenderer is a legal person and the national legislation of the country in which the tenderer is established does not allow the provision of such documents for legal persons, the documents should be provided for natural persons, such as the company directors or any person with powers of representation, decision making or control in relation to the tenderer.

For the situation described in point (d) above, recent certificates or letters issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the tenderer is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.

For any of the situations (a), (b), (d) or (e), where any document described in two paragraphs above is not issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

If the tenderer is a legal person, information on the natural persons with power of representation, decision making or control over the legal person shall be provided only upon request by the contracting authority.

.....  
Full name

.....  
Signature

.....  
Date

<sup>12</sup> As provided for in Article 109 of the Financial Regulation (EU, Euratom) 966/2012 and Article 145 of the Rules of Application of the Financial Regulation

## ANNEX IV

### FINANCIAL OFFER:

### “External evaluation of the activities of the European Union Agency for Network and Information Security”

#### ENISA D-DIR-15-T12

Please provide your financial lump sum offer.

<b>Project Description:</b>	Number of 'Person days' required for completion of annual deliverable.	<b>Your OFFER (annually*)</b>
<b>External evaluation of the activities of ENISA</b> <i>Please provide your lump sum price for the deliverable on an <b>ANNUAL</b> basis.</i>	P/Days	€

**\*Please note:** Your annual lump sum price must FULLY take into account the overall budget assigned to this contract of €400.000,00 over the maximum possible period of 4 years.

*I the tenderer declare that this Financial Offer form has been completed without leaving any box blank.*

**Print name:**  
*(of the Tenderer or authorised representative)*

**Signature:**

**Date:**

## **ANNEX V**

### **Model Service Contract template**

**(See attached file)**

**ANNEX VI**  
**ADMINISTRATIVE IDENTIFICATION AND DECLARATION FORM:**

IDENTIFICATION OF THE TENDERER	
Name of Tenderer <i>(in full)</i>	
Legal form of Tenderer <i>(e.g. SA)</i>	
Date and country of registration	
Registration number	
VAT number	
Registered office address	
Administrative address (if different to above)	
Name of contact person	
Position <i>(e.g. Manager)</i>	
Telephone number	
e-mail address	
Website	

DECLARATION BY AUTHORISED REPRESENTATIVE OF TENDERER <sup>13</sup>	
<i>I, the undersigned, certify that the information given in this tender is correct &amp; that the tender is valid.</i>	
First name	
Last name	
Title <i>(e.g. Mr, Mrs, Dr, Professor.)</i>	
Position <i>(e.g. Director)</i>	
Telephone number	
e-mail address	

**SIGNATURE:** ..... **DATE:** .....

<sup>13</sup> Must be a legally constituted representative of the tendering entity otherwise the tender signature is invalid  
D-DIR-15-T12

# ANNEX VII Consortium form

Name of tenderer:

Form of the Consortium: (Please cross the relevant box)

Permanent:  Legally established:  Ad Hoc for this tender:

	Name(s)	Address
<b>Leader of the Consortium</b> <i>(person authorised to conclude contract)</i>		
<b>Partner 1*</b>		
<b>Partner 2*</b>		

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

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

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

## ANNEX VIII Sub-contractors form

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

\* add additional lines for subcontractors if required.

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

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

# ANNEX IX Document CHECKLIST

## WHAT MUST BE INCLUDED IN THE TENDER SUBMISSION:

PLEASE TICK EACH BOX  AND RETURN THIS CHECKLIST

TOGETHER WITH YOUR OFFER

- |    |   |                          |
|----|---|--------------------------|
| 1  | <b>Technical Offer</b>  | <input type="checkbox"/> |
| 2  | <b>Professional information</b> (see Part 3 – Article 3.1)                      | <input type="checkbox"/> |
| 3  | <b>Proof of financial and economic capacity</b> (see Part 3 – Article 3.2)      | <input type="checkbox"/> |
| 4  | <b>Proof of technical and professional capacity</b> (see Part 3 – Article 3.3)  | <input type="checkbox"/> |
| 5  | <b>Legal Entity Form</b> <sup>14</sup> (Annex I) signed and dated               | <input type="checkbox"/> |
| 6  | <b>Financial Identification Form</b> <sup>15</sup> (Annex II) signed and dated  | <input type="checkbox"/> |
| 7  | <b>Declaration on Honour on exclusion criteria</b> (Annex III) signed and dated | <input type="checkbox"/> |
| 8  | <b>Financial Offer</b> (Annex IV) signed and dated                              | <input type="checkbox"/> |
| 9  | <b>Administrative ID and Declaration form</b> (Annex VI) signed and dated       | <input type="checkbox"/> |
| 10 | <b>Consortium form</b> (Annex VII) signed and dated - if applicable             | <input type="checkbox"/> |
| 11 | <b>Sub-Contractors form</b> (Annex VIII) signed and dated - if applicable       | <input type="checkbox"/> |

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

**Print name:**

**Signature:**

**Date:**

*(of the Tenderer or authorised representative)*

<sup>14</sup> If you have provided a Legal Entity form to ENISA within the previous 12 months maximum and no details have changed in the meantime, then you may provide a photocopy of this previous form.

<sup>15</sup> If you have provided a Financial Identification form to ENISA within the previous 12 months maximum and no details have changed in the meantime, then you may provide a photocopy of this previous form.