



OPEN CALL FOR TENDERS

Tender Specifications

“Future of NIS Public-Private Cooperation in Europe”

ENISA P/30/12/TCD

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PART 1 INTRODUCTION TO ENISA

1. CONTEXT

1.1 Introduction

ENISA, the European Network and Information Security Agency, is an Agency of the European Union (EU). It was set up to strengthen the capacity of the European Union, its Member States and the business community to prevent, address and respond to network and information security threats.

Computers and other information technology devices, such as smart phones, are now central to how Europe's citizens live their lives. Therefore, protecting digital information and networks is crucial, for society and the European economy.

In order to achieve this goal, ENISA acts as a centre of expertise in network and information security and facilitates cooperation between the public and private sectors. The Agency's mission is to support a high and effective level of Network and Information Security within the EU. Together with the EU-institutions and the Member States, ENISA seeks to develop a culture of Network and Information Security for the benefit of citizens, consumers, business and public sector organizations in the European Union.

1.2 Scope

The Agency assists the Commission and the EU Member States, and cooperates with the business community in order to help them to meet the requirements of network and information security. This work supports the smooth functioning of the EU's internal market.

1.3 Objectives

The Agency's objectives are as follows:

- Advising and assisting the European Commission and the Member States on information security and in their dialogue with industry to address security in hardware and software products.
- Collecting and analysing data on security incidents in Europe and emerging risks.
- Promoting risk assessment and risk management methods to enhance the Agency's capability to deal with information security threats.
- Awareness-raising and co-operation between different actors in the information security field, notably developing public and private sector partnerships with industry.

2. ADDITIONAL INFORMATION

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

PART 2 TECHNICAL DESCRIPTION

A. SCOPE OF THIS TENDER

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

Subject of the tender	Maximum budget
Future of NIS Public-Private Cooperation in Europe	€ 40,000.00

1. GENERAL DESCRIPTION OF THE REQUIRED SERVICES

1.1 The Resilience Programme

Reliable communications networks and services are now critical to public welfare and economic stability. Attacks on Internet, disruptions due to physical phenomena, software and hardware failures, and human errors all affect the proper functioning of public telecommunication networks. Such disruptions reveal the increased dependency of our society on these networks and their services.

Experience shows that neither single providers nor a country alone could effectively detect, prevent, and effectively respond to such threats.

The European Commission's Communications have highlighted the importance of network and information security and resilience for the creation of a single European Information Space. They stress the importance of dialogue, partnership and empowerment of all stakeholders to properly address these threats.

The existing and recently proposed updates of Regulatory Framework Directives and the recent Commission's Communication on Critical Information Infrastructure Protection (CIIP) propose concrete policy and regulatory provisions for the improvement of the security and resiliency of public telecommunications.

The European Network and Information Security Agency (ENISA), fully recognizing this problem, devised a Multi-annual Thematic Program 'MTP') with the ultimate objective to collectively evaluate and improve the resiliency of public telecommunications in Europe.

1.2 Public Private Partnerships in the EU

The establishment of EP3R has been proposed in the context of the policy initiative on Critical Information Infrastructure Protection (CIIP) adopted by the European Commission on 30 March 2009¹ (also called CIIP Action Plan).

This initiative, and more specifically the proposal to establish EP3R, received a broad support at the Ministerial Conference on CIIP which was held in Tallinn on 27-28 April 2009. The conference conclusions underlines that "Despite the consensus that Public-Private Partnerships – an effective instrument at the national level – would be an effective tool also at the European level, European PPPs have not yet materialised". The Presidency concludes that "flexible arrangements – for example, in the form of Public-Private Partnerships or a Forum of Member States – are essential to ensure that [...] understanding and information exchange is followed by concrete action at the strategic and tactical levels".

This support was reiterated by the Council Resolution on "a collaborative European approach to network and information security"³ that was adopted on 18 December 2009. The Council recognises "the importance of multi-stakeholder models such as Public Private Partnerships (PPPs), built on a long term, bottom-up model". The Council further invites the Commission to

“encourage and improve multi-stakeholder models, which need to have a clear added value benefiting end-users and industry”.

The objectives of EP3R are:

- Information sharing and stock taking of good policy and industrial practices to foster common understanding;
- Discuss public policy priorities, objectives and measures;
- Improve the consistency and coordination of policies for security and resilience in Europe;
- Identify and promote the adoption of good baseline practices for security and resilience;
- Issue Recommendations to the attention of Decision Makers.

The first actions which have been undertaken by EP3R since its creation were to assume a number of areas of work, and provide a number of key conclusions and recommendations.

EP3R was also further structured and a governance model is now being gradually implemented. Lessons from the initial 2 years of operation have been learnt, but progress can still be achieved in a number of areas to improve current situation, and draw a solid future to Public-Private Cooperation (PPC) at EU-level:

- What are the Good Practices of Governance of PPPs in the EU and the US;
- In the area of Public-Private Cooperation initiated at EU level (EU PPC), what are the expectations and needs of the Industry?
- Which e-Communications Resilience areas / topics can be addressed and discussed within a EU PPC?
- Is Resilience the sole area of potential intervention, or are there any other sectors that could be included under the EU PPC umbrella?
- Which Information Sharing mechanisms for the EU PPC?
- How recommendations issued within an EU PPC can be taken forward and produce the necessary changes and impact to effectively improve the Resilience levels in Europe

2. OBJECTIVES AND TASKS

The objectives of this tender are as follows:

- Assess the impact already achieved by EP3R so far;
- Analyse possible developments of EP3R, both in scope and action;
- Understand the complementarity/overlap of EP3R with national initiatives;
- Understand the vision of CIIP Sector about their perceived benefits of a future EU PPC.

Details of each task are given below.

2.1 TASK 1: Stock taking

The stock taking work can happen in two phases: a Desktop Research, and some Telephonic interviews.

Desktop Research:

The tenderer should do background research on the potential stakeholders of

- Inventory Telecom Sector key players and potential CIIs Operators (Telecom Operators, Datacentre Operators, Cable Owners, etc.) in all of the 27 Member States, and collect Contact details of Security Managers within those companies (CIOs, CISOs, etc.).
- Where public and applicable, assess their participation in National PPPs or within EP3R, and more generally their involvement with Governments, Associations, Experts panel, etc.

Telephonic Interviews:

- Prepare a questionnaire to complement the information collected during the Desktop research phase.
- Select a panel of 15 CIIP Sector companies (Telecom Operators, Datacentres, ISPs, IXPs, Associations, etc.), and interview their CISO or Security Experts about their cooperation needs with other entities, e.g. Competitors, Supply Chain, Governments, European Commission, bringing altogether the Cross-Border dimension.
- Assess whether EP3R already installed a bi-directional Public-Private and Private-Private Cooperation culture when topics hold shared interests;
- Collect from Companies operating in several European countries their views on Legal challenges to implement security (prevention and response) measures.

The Tenderer will gather the results of this work in a report which will constitute the Deliverable D1.

2.2 TASK 2: Analysis

The Tenderer will be expected to review the information collected and provide on the following topics:

- Analyse how EP3R already influenced Public-Private dialogue at European level, and what expectations remain;
- Synthesis and definition of the unaddressed needs and expectations of the CIIP Sector in terms of Cooperation on Security Baselineing, Risk Management, Cross Border Cooperation, etc.
- Analyse how EP3R can effectively impact both Public and Private Decision making process.

The results of this work will be the Deliverable D2.

2.3 TASK 3: Recommendations

From the gap analysis performed above, the Tenderer will be expected to deliver a number of key action points which could be addressed either to Member States, European Commission, and CIIP Sector.

Those recommendations can include Strategic, Governance, Tactical, Operational, or Regulatory aspects. This gap analysis will be the result of the recurring wishes expressed by the CIIP Sector Experts interviewed, or manifest expressions of non-existent mechanisms.

The tenderer should take into account the input and comments from a working group of stakeholders set up by ENISA. ENISA will distribute the draft report for review and initiate a discussion on the report. This task should result in the deliverable D3.

2.4 Task (on-going) Project management

The contractor should implement an appropriate and efficient project management method.

The contractor is expected to submit to the agency, prior to the Kick Off meeting, detailed Gantt Charts and related documentation. These will be reviewed by ENISA.

The Gantt charts and related documentation should include:

- Scheduling of all tasks and activities within the tasks,
- Milestones and critical activities,
- Assignment of experts and person days to tasks and activities
- Identification of possible risks and suggestions to mitigate them
- Quality assurance and peer review measures to ensure high quality results

The contractor is expected to send two-weekly progress reports to the ENISA project manager about the project and to schedule two-weekly telephone meetings about the progress. The progress reports should include what has been done the previous two weeks, the status, what is planned for the next two weeks, the risks and suggested solutions and finally, points to take decisions upon. After meetings, the contractor sends the meeting minutes to the ENISA project manager.

3. EXPECTED SKILLS

The performance of the abovementioned activities requires professionals that have good academic and professional multi-disciplinary knowledge and experience of all or a subset of the following fields:

- Excellent understanding of policy, regulatory and socio-economic issues related to the resilience of public communications' and services at national and/or pan European level,
- Experience in civil protection plans/structures and emergency response
- Excellent experience in organising stocktaking, analysing, and developing good practices and recommendations on relevant subjects,
- Excellent knowledge of data collection and validation methods including the ability to produce clear and understandable text equipped with graphical elements,
- Excellent project management skills including quality assurance;
- Very good communication skills.

4. DURATION AND DEADLINES

The scheduled duration of this work is 6 months and the contractor must be available to start late March 2013.

1. Kick of meeting – no later than 29th of March 2013
2. The contractor is expected to propose deadlines for the deliveries of D1-D3.
3. The contractor should propose a deadline between the delivery of D3 and the final delivery for presenting the structure of the full report
4. Final delivery - no later than 31st of August 2013. The deliverable shall include the full report, a slide show and a presentation for the ENISA staff at the ENISA premises in Athens or at another location.

5. LIST OF DELIVERABLES

The final deliverables should use the standard ENISA document template, which will be provided to successful contractor.

The following Deliverables are expected:

- Deliverable 1 (D1): A report on the results of the desktop research and interviews from Task 1, including interview summaries
- Deliverable 2 (D2): A gap-analysis based on the information collected in Deliverable 1, and highlighting the impact already achieved by EP3R and gaps to bridge.
- Deliverable 3 (D3): The recommendations and conclusions derived from the results of Tasks 1 and 2.
- FINAL DELIVERABLE (FD): The full report including integrated versions of Deliverable 1 to 3. In addition, this deliverable includes a slide show and a physical presentation at the ENISA premises in Athens.

English is the language to be used for all the documents (interim and final reports, project management reports etc.) produced.

6. PLACE OF EXECUTION OF THE ACTIVITIES AND COMMUNICATIONS

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

ENISA expects that the contractor will perform, in the context of this study, the following business trips:

- Kick-off meeting: either at the contractor premises, at the ENISA premises in Athens or at a place jointly decided by ENISA and the contractor;
- A delivery meeting at the ENISA premises in Athens or in another location.

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

7. TENDER RESULT AND ESTIMATED CONTRACT VALUE

The result of the evaluation of tenders will be the awarding of a Service Contract. The total estimated budget cannot exceed **40,000.00 Euros (forty thousand Euros)**¹ covering all tasks executed and including all costs (e.g. travelling expenses of the contractor to and from ENISA's premises).

8. CONTENT AND PRESENTATION OF THE TECHNICAL OFFER

The Tenderer shall enclose with the **Technical Offer** all documents and information that will enable its offers 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.

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

- Description of the skills of the prospective contactor
 - The Tenderer will have to present its compliance with the expected skills as described in the relevant section.

- Description of the deliverables
 - The deliverables must be presented as requested in the article entitled "Deliverables"
 - The approach and method to perform the tasks and ensure the quality of the deliverables.
 - Examples of previous related works, specifically on: monitoring exercises, evaluation of exercises, training material, exercise assessment frameworks, exercise debriefings and major related reports.
 - A full list of all related projects and activities that the contractor has overtaken in the past.

- The prospective contractor is expected to provide insights in the methodology (approach) chosen in order to reach the objectives of the project described above in article "Objectives and tasks". In particular:
 - Details need to be provided how the experts and stakeholder opinions and needs would be collected (what stakeholder groups involved, means by which the input will be gathered) both for both reports.
 - If the expert group will be part of the approach chosen, details need to be provided on what stakeholder groups would be involved, how the work of the expert group would be organised (e.g., physical meetings, e-mail mailing lists, video conferences etc.), in what stages of the project the expert group would be involved

- Management of provision of services

¹ Please note that following implementation of the contract with the successful contractor and depending on the further needs of the contracting authority specifically in the field of endeavour the subject of this contract, the maximum amount contracted may be increased by up to 50% - subject to budget availability.

- Project Management: a close description of the project management method used including quality assurance is required. Breakdown of tasks; milestones definition; assignment of experts to tasks and person days to tasks should be presented in a Gantt chart, included in the offer
 - At the kick off meeting, the project plans will be confirmed as final
 - The prospective contactor must also identify possible risks to the project and propose mitigation measures
 - interact with ENISA staff and external experts, and provide regular management reporting. This will ensure the punctual delivery of good quality results of this project and on budget
- In addition the tenderer is expected to highlight / explain
 - Availability and ability of the tenderer to respond: prompt availability of resources is required within the specified delivery timeframes. Additionally, any ancillary or support resources, such as a network of associates to support the scope of this Call for Tenders must be clearly stated
 - Short CV's of the experts that will be allocated to the project focussing on their experience and expertise in the areas covered by the study.
 - If applicable, the contractor should also provide justification for subcontracting,

9. CONTENT AND PRESENTATION OF THE PRICE OFFER

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

10. PRICE

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

11. PRICE REVISION

Prices submitted in response to this Tender shall be fixed and not subject to revision.

12. COSTS INVOLVED IN PREPARING AND SUBMITTING A TENDER

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

13. PERIOD OF VALIDITY OF THE TENDER

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

14. PROTOCOL ON PRIVILEGES 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.

15. PAYMENT ARRANGEMENTS

Payments under the Contract shall be carried out subject to prior approval of the Services by ENISA within 30 days after an invoice is submitted to ENISA. 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.

16. 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 ADMINISTRATIVE DETAILS

1. FORMAL REQUIREMENTS

1.1 Address and deadline for submission of the Tender:

You are invited to tender for this project and requested to submit your tender no later than **8th February 2013** 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 **8th February 2013** 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 Network and Information Security Agency (ENISA) For the attention of: The Procurement Officer PO Box 1309 71001 Heraklion Greece	or	European Network and Information Security Agency (ENISA) For the attention of The Procurement Officer Science and Technology Park of Crete (ITE) Vassilika Vouton 700 13 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. ENISA P/30/12/TCD
“Future of NIS Public-Private Cooperation in Europe”
NOT TO BE OPENED BY THE MESSENGER/COURIER SERVICE
NOT TO BE OPENED BY THE OPENING COMMITTEE BEFORE 19th FEB 2013
TENDERED BY THE FIRM: <PLEASE INSERT NAME OF THE TENDERER/COMPANY>

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

OPEN CALL FOR TENDER NO. ENISA P/30/12/TCD
“Future of NIS Public-Private Cooperation in Europe”
NOT TO BE OPENED BY THE OPENING COMMITTEE BEFORE 19th FEB 2013
TENDERED BY THE FIRM: <PLEASE INSERT NAME OF THE TENDERER/COMPANY>

1.3 Identification of the Tenderer

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

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

a) For private entities:

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

b) For Individuals:

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

c) For Public Entities:

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

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

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

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

1.4 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).

1.5 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.

1.6 Language

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

1.7 Opening of the Tenders

The public opening of received tenders will take place on **19th February 2013 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

Pursuant to Article 29 of Council Directive 92/50/EC relating to Public Service Contracts and to Article 93 of the Financial Regulation, ENISA will exclude Tenderers from participation in the procurement procedure if:

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

- They have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- They have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- 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;
- Following another procurement procedure or grant award procedure financed by the Community budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

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

2.2 Other reasons for not awarding the Contract

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

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

See last paragraph point 2.1.

2.3 Confidentiality and Public Access to Documents

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

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

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

3. SELECTION CRITERIA

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

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

3.1 Professional Information

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

3.2 Financial and Economic Capacity

Proof of financial and economic standing may be furnished by one or more of the following references:

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

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

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

If, for any valid reason, the service provider is unable to provide the references requested by the contracting authority, he may prove his economic and financial standing by any other document which the contracting authority considers appropriate, 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, has to be included, in which the Tenderer has to make statements about (in line with Part 2 – Art 3 - Expected Skills):

- His technical knowledge and experience in the relevant technical areas (including references to projects similar to the one proposed by this tender);
- His management capability (including, but not limited to, project management in a European context and quality assurance).

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.	Technical compliance	Compliance with the technical descriptions (Part 2 of this document)	25
2.	Quality and accuracy of content and structure	Quality of the proposal and accuracy of the description to provide the requested services	30
3.	Project Team	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.	25
4.	Methodology	Selected methodology and project management	20
Total Qualitative Points (QP)			100

Minimum attainment per criterion

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

Minimum attainment overall

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

The sum of all criteria gives a total of 100 points. The respective weighting between the different awards criteria depends on the nature of the services required and is consequently closely related to the terms of reference. The award criteria are thus quantified parameters

that the offer should comply with. The **qualitative award criteria** points will be weighted at **70%** in relation to the price.

4.2 Price of the Offer

Tenders must state a 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 maximum price set in Part 2; Article 7 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 for each Lot will be awarded to the offer which is the most cost effective (offers the best value for money) which obtains the highest number of points after the final evaluation on the basis of the ratio between the **quality criteria (70%)** and the **price (30%)**. The following formula will be used:

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

Where;

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

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

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(s) is as follows:

Title: **“Future of NIS Public-Private Cooperation in Europe”**

ENISA P/30/12/TCD

Summary timetable comments

Launch of tender - Contract notice to the Official Journal of the European Union (OJEU)	19 December 2012	
Deadline for request of information from ENISA	2 February 2013	
Last date on which clarifications are issued by ENISA	4 February 2013	
Deadline for submission of offers	8 February 2013	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	19 February 2013	At 10:00 Greek time
Date for evaluation of offers	19 February 2013	At 11:00 Greek time
Notification of award to the selected candidate	late February 2013	Estimated
14 day standstill period commences	late February 2013	Estimated
Contract signature	Mid-March 2013	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/execution/legal_entities_en.htm

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 22 official languages is available for download at the following address:

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

	
FINANCIAL IDENTIFICATION	
PRIVACY STATEMENT http://ec.europa.eu/budget/library/contracts_grants/info_contracts/privacy_statement_en.pdf	
ACCOUNT NAME	
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"/>
BANK	
BANK NAME	<input type="text"/>
	<input type="text"/>
BRANCH ADDRESS	<input type="text"/>
	<input type="text"/>
TOWN/CITY	<input type="text"/>
POSTCODE	<input type="text"/>
COUNTRY	<input type="text"/>
ACCOUNT NUMBER	<input type="text"/>
IBAN 	<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 (Obligatory)

ANNEX III

DECLARATION OF HONOUR

WITH RESPECT TO THE

EXCLUSION CRITERIA AND ABSENCE OF CONFLICT OF INTEREST

The undersigned: (Please print name)

in his/her own name (if the economic operator is a natural person)

or

representing (if the economic operator is a legal entity)

Official name of the company/organisation:

.....

Official legal form:

Official address in full:

.....

.....

VAT (Tax) registration number:

.....

Declares that the company or organisation that he/she represents:

- is not bankrupt or being wound up, is not having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- has not been convicted of an offence concerning professional conduct by a judgment which has the force of res judicata;
- has not been guilty of grave professional misconduct proven by any means which the contracting authorities can justify;
- has fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established or with those of the country of the contracting authority or those of the country where the contract is to be performed;

- has not been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- has not been declared to be in serious breach of contract for failure to comply with his contractual obligations subsequent to another procurement procedure or grant award procedure financed by the Community budget.

In addition, the undersigned declares on his honour:

- that on the date of submission of the tender, the company or organisation he represents and the staff proposed for this tender are not subject to a conflict of interests in the context of this invitation to tender; he undertakes to inform the ENISA Agency without delay of any change in this situation which might occur after the date of submission of the tender;
- that the information provided to the ENISA Agency within the context of this invitation to tender is accurate, truthful and complete.

By signing this form, the undersigned acknowledges that they have been acquainted with the administrative and financial penalties described under art 133 and 134 b of the Implementing Rules (Commission Regulation 2342/2002 of 23/12/02), which may be applied if any of the declarations or information provided prove to be false

.....
Full name

.....
Signature

.....
Date

ANNEX IV

FINANCIAL OFFER:

“Future of NIS Public-Private Cooperation in Europe”

ENISA P/30/12/TCD

Please provide your financial lump sum offer.

LOT Description:	Number of 'Person days' required for completion of project.	Your OFFER
Future of NIS Public-Private Cooperation in Europe <i>Please provide your lump sum price for the total deliverables.</i>	P/Days	€

Print name: <i>(of the Tenderer or authorised representative)</i>	Signature:	Date:
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ANNEX V

Model Service Contract template

(See attached file)

ANNEX VI

DECLARATION BY THE AUTHORISED REPRESENTATIVE(S):

NAME OF LEGAL REPRESENTATIVE	
<i>I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.</i>	
First name	
Last name	
Title (e.g. Dr, Mr, Mrs)	
Position (e.g. Manager, Director)	
Telephone number	
Fax number	
e-mail address	
Website	
NAME OF 2 nd LEGAL REPRESENTATIVE (if applicable)	
<i>I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.</i>	
First name	
Last name	
Title (e.g. Dr, Mr, Mrs)	
Position (e.g. Manager, Director)	
Telephone number	
Fax number	
e-mail address	
Website	

SIGNATURE: **DATE:**

ANNEX VII Consortium form

Name of tenderer:

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

Permanent: Legally established: Specifically for this tender:

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

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

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

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

ANNEX VIII Sub-contractors form

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

* add additional lines for subcontractors if required.

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

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

ANNEX IX Document CHECKLIST

WHAT MUST BE INCLUDED IN THE TENDER SUBMISSION:

PLEASE TICK EACH BOX AND RETURN THIS CHECKLIST

TOGETHER WITH YOUR OFFER

- | | | |
|----|---|--------------------------|
| 1 | Technical Offer (for each LOT you bid for) | <input type="checkbox"/> |
| 2 | Professional information (see Part 3 – Article 3.1) | <input type="checkbox"/> |
| 3 | Proof of financial and economic capacity (see Part 3 – Article 3.2) | <input type="checkbox"/> |
| 4 | Proof of technical and professional capacity (see Part 3 – Article 3.3) | <input type="checkbox"/> |
| 5 | Legal Entity Form² (Annex I) signed and dated | <input type="checkbox"/> |
| 6 | Financial Identification Form³ (Annex II) signed and dated | <input type="checkbox"/> |
| 7 | Declaration on Honour on exclusion criteria (Annex III) signed and dated | <input type="checkbox"/> |
| 8 | Financial Offer (Annex IV) signed and dated | <input type="checkbox"/> |
| 9 | Declaration by Authorised Representative (Annex VI) signed and dated | <input type="checkbox"/> |
| 10 | Consortium form (Annex VII) signed and dated - if applicable | <input type="checkbox"/> |
| 11 | Sub-Contractors form (Annex VIII) signed and dated - if applicable | <input type="checkbox"/> |

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

Print name:

Signature:

Date:

(of the Tenderer or authorised representative)

² 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.

³ 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.