

## **OPEN CALL FOR TENDERS**

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

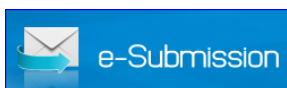
### **Tender Documentation**

### **IT infrastructure management and consultancy services**

### **ENISA F-OCU-22-T16**

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

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## 1.1 INTRODUCTION

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

## 1.2 SCOPE

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

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

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

## 1.3 OBJECTIVES

The Agency's objectives are as follows:

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

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

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## 2. ADDITIONAL INFORMATION

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

## PART 2 TERMS OF REFERENCE

### I. SCOPE OF THIS TENDER

The purpose of this Call for Tenders is the provision of **IT infrastructure management and consultancy services for IT systems for which ENISA is the owner. These IT systems and tools contribute to all ENISA Strategic Objectives, notably to the effective cooperation amongst operational actors within the Union in case of massive cyber incidents; information exchange, and other purposes that contribute to ENISA fulfilling its mandate and are equally acceptable.**


By means of this Call for Tenders ENISA seeks to conclude a single framework contract with a qualified economic operator capable to provide IT infrastructure management and consultancy services as stipulated in the Technical Specifications outlined below.

Subject of the tender	Maximum budget
IT Infrastructure management and consultancy services	A maximum budget of <b>€1.700.000,00 (one million seven hundred thousand euro)</b> over the maximum possible period of <b>4 years</b>
Last date for <u>dispatch</u> of offers	<b>29<sup>th</sup> April 2022 until 18:00 CEST</b>

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

**PLEASE NOTE:** *This tender procedure is limited to tenderers which are legally incorporated or which have an incorporated subsidiary in a member state of the European Union/EEA as well as SAA countries<sup>1</sup>. The Agreement on Government Procurement (GPA) does not apply to EU Regulatory Agencies and as such, ENISA cannot accept offers from legal entities based in 'third countries'.*

**IMPORTANT: For entities outside the EU (including UK based entities):** *The United Kingdom is now considered a 'third country by the European Union'. ENISA cannot therefore accept submissions from legal entities based in the UK, nor can a UK legal entity be nominated as part of a consortium. Subcontracting of UK (and other third country) entities is allowed. In these cases, any transfer of personal data to third countries shall only take place after prior authorisation of ENISA and shall fully comply with the requirements laid down in Chapter V of Regulation (EU)2018/1725.*

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

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

## 1. GENERAL DESCRIPTION OF THE REQUIRED SERVICES

The physical IT infrastructure under the scope is located at ENISA premises and branches, i.e. in Athens GR, Heraklion Crete GR and Brussels BE. There are, also, IT systems/tools that are outsourced and for which consultancy services may be asked under this FWC. Despite the hosting location of the systems/tools that ENISA owns, ENISA should assure the expected or required level of operations and security.

Therefore, infrastructure management and consultancy services are expected to be provided to ENISA assets that are either hosted on premises/branches or are hosted in the cloud. These services should be provided for systems, networks and servers.

Indicatively, ENISA IT assets make use of the following:

- Dell VxRail HCI
- Backup devices, e.g. Dell EMC IDPA
- Firewalls, e.g. Fortinet
- Load balancers, e.g. Nginx, Fortinet
- Switches, e.g. Cisco, Dell
- UPS, e.g. APC
- VMware eg. vCenter, ESXi, SRM, vROps
- Docker
- Linux based systems, e.g. Centos, Ubuntu, RHEL, Debian
- Windows based systems, e.g. ADFS, SharePoint, Active Directory, System Center, Power BI
- Email servers
- Content Management Systems, e.g. Plone, Discourse
- Atlassian platforms, e.g. Jira, Confluence
- Databases, e.g. Oracle MySQL InnoDB, SQL server, postgres, MariaDB
- Instant Messaging platforms, e.g. Mattermost

The assets span across several environments e.g. test, pre-production and production and can be hosted on ENISA infrastructure or be on the cloud. For the physical IT infrastructure, technical operations, which include hardware, software and networking in both physical and virtual environments should be conducted. The main goal is to maintain business productivity and ensure uptime of IT systems/ tools, regardless of their hosting location. Services required for a system will be defined and clarified every time at the Scope of work document.

A non-exhaustive list of such services might include:

- consultancy services like secure architecture design and review;
- drafting of Business Continuity Plan with the respective requirements in RTOs (Recovery Time Objectives) and RPOs (Recovery Point Objectives) and their matching to hardware resources are required.

According to services provided, the access needed will be granted to the contractor by ENISA

The contractor is expected to perform the above tasks agreed with ENISA in the agreed time frame and within but also outside business hours, when needs dictate it and upon request by ENISA.

It is advantageous if the contractor and involved engineers hold certifications or have equivalent formal qualifications for the provided services. The contractor is expected to provide CVs of the team members mentioning similar prior experience.

Services are to be delivered according to the highest standards throughout the contractual period, in an efficient, and timely manner.

The profiles for different services are described under Section 3.2. while the daily rate for each profile should be filled in **Annex IV - Financial Offer form**. This form must be duly completed by the tenderer and the provided daily rates should be used as the basis for costing each 'scenario' (see section 5.2).

## 2. DESCRIPTION OF SERVICES TO BE PROVIDED

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

The objectives of the IT infrastructure management and IT consultancy services may take but are not limited to, the following forms:

### **IT infrastructure management:**

including systems management, network management and storage and backup management. The contractor managing the IT infrastructure should ensure IT interoperability and compliance to IT standards and regulations. Documentation is always needed when changes are introduced in the infrastructure.

In particular, indicative services required by the contractor are listed below:

The contractor is expected to be able to update and configure the physical infrastructure the hypervisor (VMware), the operating systems and ENISA IT assets whenever it is needed. It is advantageous when the contractor identifies problems and proposes improvements to the infrastructure. The contractor is expected to improve ENISA infrastructure monitoring, both by utilising existing tools and software and by adding extra tools and software if they are not sufficient. Proposal for improvements are expected to be provided by the contractor for a number of crucial systems like: datacentre, facilities management, systems assessing the health status, capacity, longevity of UPS, cooling systems, etc.

Based on the monitoring of the infrastructure, the contractor should enable automated alerts and also notify ENISA when there are warnings for faulty hardware software misconfiguration or data corruption. The contractor should present a plan for changing the faulty hardware without affecting the normal operation of other services (or agree on a maintenance window for such changes). The contractor, after market research, should propose a product/solution that can interoperate with the rest of the infrastructure and tools. Incident and problem management are included in the required services.

The contractor will be responsible to notify ENISA well in advance if a need for hardware upgrade is identified e.g. increase in CPU, memory, disc, backup storage, etc. There should be analysis of the current state and provision of future needs based on the actual workload. The contractor is expected to document the requirements and search for the appropriate products that would fit the needs. The contractors should be able, upon agreement with ENISA, to carry out procurement of resources, based on an agreed design.

Concerning the network management, the contractor is expected to be able to manage the network devices in use, like Firewalls and switches, either physically or remotely. Requiring



access will be given to the contractor based on the needs. Installation, configuration, operations and maintenance of the network devices are included in the provided services. The contractor is expected to propose and apply secure architecture and secure configuration for the devices. Furthermore, the contractor should be able to design and provide network diagrams, create network zones based on ENISA needs, create VPN, IPsec channels. Additionally, expertise in implementing the above tasks is needed. The contractor should be able to conduct feasibility studies, enumerating the gaps, challenges and comparative analysis including the cost, for new services like anti-DDoS, RPKI and BGP. Corresponding expertise in implementing them is indispensable.

Concerning the systems management/administration, the contractor is expected to be able to install Operating Systems (needed licenses will be provided by ENISA) usually on virtualised environments and configure them properly in terms of allowed services (hardened), ports, policies and network

The contractor is expected to provide:

- Corrective, preventive and evolutive maintenance of the IT infrastructure.
- Planning and implementation of IT services
- Design, implementation, management and operation of datacentre services
- IT infrastructure support, monitoring and tuning
- Continuous improvement of IT services
- Testing restore functionality of backups
- IT Infrastructure installation, configuration and rollout services
- Business analysis & requirements analysis services
- IT Infrastructure Architecture services
- IT Infrastructure change management services
- Set-up of proof of concepts (POC)
- IT Infrastructure administration, patching and upgrade services
- Incident and problem management
- Handover training

### **Consultancy services:**

including architecture design and review, technical configuration review, advice on implementing IT highly available solutions, conduct risk assessments and draft BCP including DRP along with RPOs, RTOs and their translation in hardware needs. In particular:

The contractor is expected to be able to review and/or design the architecture of new or existing projects, hosted either on-premises or in the cloud. Experience is required and relevant certifications are advantageous.

It may be required by the contractor to conduct risk assessments for existing or future systems. Experience in applying risk assessment methodologies is required.

There are needs for high available, secure services. Therefore, the contractor should be able to draft the BCP, including the Disaster recovery plan. Metrics like RTO and RPO, and business cases when these plans are activated should be clearly mentioned in these plans. The contractor should be able to participate in coordinated exercises in order to test the plans. The RPOs and

RTOs should be aligned with the capabilities and capacity of hardware resources and software tools currently used.

Further consultancy services to identify the best solution for specific use case scenarios, e.g. data synchronisation between data centers, resilient storage, automate orchestration of failover/failback to minimize downtime and improve availability.

### **Conduct studies and draft reports:**

The contractor should be able to conduct studies for topics related to above services presenting several options, their pros and cons including performance, cost and longevity of the solution. The contractor is expected to draft reports and properly document any changes made to the infrastructure.

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

## **3 SPECIFIC REQUIREMENTS**

### **3.1 PROVISION OF SERVICES – CONTRACT MANAGER**

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

The Contract manager shall be responsible for the overall management and administration of the framework contract including the organisation of appointment schedules, requests from and communication with ENISA, i.e. invoicing, etc. The nominated contract manager having a minimum of three (3) years of professional experience in managing contracts shall be able to communicate fluently in the English language. The contractor(s) shall provide an e-mail address and phone number to which all communication shall be channelled.

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

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

### **3.2 EXPERTS PROFILES**

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

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

#### **3.2.1 JUNIOR EXPERT PROFILE**

The **Junior Expert** shall have:

- Completed university studies (Bachelor's Degree/Level 6 of the European Qualifications Framework (EQF)) attested by a diploma in Computer Science, Computer Engineering or equivalent;
- At least three (3) years of professional experience and expertise in infrastructure management, system and network management, facilities management, conducting feasibility studies, risk assessments;
- Extensive knowledge of hardware, software and networking technologies to provide a powerful combination of analysis, implementation and support;
- Very good writing and communication skills;
- Excellent command of the English language (at least level C1 according to the Common European Framework of Reference for Languages (CEFR));
- Excellent project management skills including quality assurance.

Advantageous:

- Certified IT architect
- Fortinet NSE 6 certified
- VMware Certified Professional
- Red Hat Certified System Administrator
- Dell Implementation Engineer Data Center Networking
- Cisco Certified Network Professional

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### 3.2.2 SENIOR EXPERT PROFILE

The **Senior Expert** shall have:

- Completed university studies (Bachelor's Degree/Level 6 of the European Qualifications Framework (EQF)) attested by a diploma in Computer Science, Computer Engineering or equivalent;
- At least five (5) years of professional experience and expertise in infrastructure management, network management, facilities management, conducting feasibility studies, risk assessments;
- Extensive knowledge of hardware, software and networking technologies to provide a powerful combination of analysis, implementation and support;
- Very good writing and communication skills;
- Excellent command of the English language (at least level C1 according to the Common European Framework of Reference for Languages (CEFR));
- Excellent project management skills including quality assurance.

Advantageous:

- Certified IT architect
- Fortinet NSE 7 certified
- VMware Certified Advanced Professional

- Red Hat Certified Engineer
- Business Continuity ISO 22301 Senior Lead Implementer certified

#### 4. PLACE OF EXECUTION OF THE ACTIVITIES AND COMMUNICATION

The execution of the tasks will normally take place at the contractor's own premises except for those requiring physical inspection and access to equipment on ENISA premises. Network based collaborative tools (i.e. videoconferencing) will be used as normal working methods. The contractor, upon invitation, may visit ENISA's premises at Agamemnonos 14 St. Chalandri, 15231, Attiki or Vassiliki Vouton, Heraklion or ENISA Brussels office, for ad-hoc meetings. A kick off meeting shall be convened virtually.

#### 5. CONTENT AND PRESENTATION OF THE TECHNICAL OFFER

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

##### 5.1 GENERAL REQUIREMENTS

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

The Technical Offer shall include the following:

- Presentation of tender proposal;
- Evidence and material demonstrating expertise in the fields covered by this call for tender;
- Management practices, planning and resource allocation to tasks and experts, available to be used in order to meet the Agency's requirements.
- Infrastructure management plan accompanied by examples.
- Detailed technical description of how each Scenario (see section 5.2 below) will be achieved.
- Project management methodology that will be used for projects under this framework contract, explaining how possible projects would be carried out efficiently, timely and effectively;
- The procedure for the provision of experts (e.g., backup solutions etc.);
- In the case of a tender being submitted by a consortium, a description of the input from each of the consortium members and the distribution and interaction of tasks and responsibilities between them;
- A description of sub-contracting arrangements foreseen, if any, with a clear indication of the tasks that will be entrusted to a sub-contractor and the award methods to be used in relation to these tasks. A statement by the tenderer guaranteeing the eligibility of any sub-contractor shall be included as well, in case the subcontractor/s are not known at the moment of the tender submission.

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

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

## 5.2 SCENARIOS

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

***Please note: Failure to provide a technical description and price estimation for both scenarios will result in your offer being declared invalid and not further evaluated.***

### SCENARIO 1:

#### Architecture review

Present the methodology and tools used to do architecture review of an 'existing system' with back and front end being hosted on premises. Please mention integral parts like reviews of network design structure, data flows, authentication schemes etc.

The 'existing system' is a toolbox composed of a DB server, an application server, a proxy, a mail server, a web portal accessible by the Internet and a back-end portal for user administration accessible only for the applications administrators.

Please present the tools and methodology you will use for the architecture review, risk assessment and based on which metrics you calculate the RTOs, RPOs and data retention period which may affect the backup storage.

### SCENARIO 2:

#### Shared storage and backup solutions

Present in brief how shared storage could be achieved across two different datacentres and how this can be backed up. Please consider that there are VMs with RHEL on them in a cluster in a datacentre and they should make use of shared storage and their high availability node is located in another data centre. Please describe a solution where the two highly available nodes should be synched.

## 6. CONTENT AND PRESENTATION OF THE FINANCIAL OFFER

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

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

Please take special care to enter prices **in all boxes of Part a) and for the used profiles in Part b)**, as described. Failure to provide a fully completed form may result in your offer being declared invalid and not being further evaluated.

## 7. TENDER RESULT AND ESTIMATED CONTRACT VALUES

The result of the evaluation of tenders will be the awarding of a single Framework Service Contract. The estimated overall maximum contract value without this being binding for ENISA is **one million seven hundred Euro (€ 1.700.000,00)** over a maximum possible period of four (4) years.

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

## 8. DATA PROTECTION AND TRANSPARENCY

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

- **Regulation (EU) 2018/1725<sup>2</sup> ('the EDPR')** as concerns personal data processing by the selected contractor, processing data in execution of the contract with ENISA.

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

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

- **Regulation (EU) 2016/679<sup>3</sup> (General Data Protection Regulation – 'the GDPR')** as concerns personal data processing carried out by the contractor on its proper behalf as a controller.

### Processing of personal data by ENISA as contracting authority:

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

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

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

Privacy Statement is available on the European Commission's website, here:  
[http://ec.europa.eu/budget/explained/management/protecting/protect\\_en.cfm#BDCE](http://ec.europa.eu/budget/explained/management/protecting/protect_en.cfm#BDCE).

#### Processing of personal data by the selected contractor:

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

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

- to process the personal data only on documented instructions of ENISA, in particular with regard to the purposes of the processing, the categories of data that may be processed, the recipients of the data and the means by which the data subject may exercise its rights;
- to abide in particular by ENISA's data protection policies as regards the confidentiality of electronic communications (Section 3 EDPR) and the processing of personal data in web services;
- to ensure that access to personal data is granted to the extent strictly necessary for the implementation of the contract and to ensure that persons authorised to process the personal data have committed themselves to confidentiality;
- to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risks, in particular the risk of accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the personal data, processed or stored;
- not to engage another processor of personal data (i.e. by means of a subcontract), without prior written authorisation of ENISA. Where another processor is engaged for carrying out specific processing activities on the personal data, the same data protection obligations as set out in the contract shall be imposed on the other processor;
- to assist ENISA in the fulfilment of the controller's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the EDPR;
- to assist ENISA with its obligations with regard to security of processing, the notification obligations in case of a personal data breach, as well as where applicable cooperation in data protection impact assessments (DPIAs) and prior consultations with the European Data Protection Supervisor (the EDPS)<sup>4</sup>, outlined in Art. 33 to 40 of the EDPR ;
- to make available to ENISA all information to demonstrate compliance with the obligations laid down in the EDPR and to allow for and to contribute to audits, including inspections, conducted by ENISA or another auditor mandated by ENISA;
- As concerns the localisation of and access to the personal data, to comply with the following:
  - o the personal data shall only be processed and held in data centres within the territory of the European Union and the European Economic Area and will not leave that territory. This includes also any backup centres and location of backup data.;
  - o the contractor may not change the location of data processing without the prior written authorisation of ENISA ;
  - o The contractor shall inform ENISA in case of any need for transfer of personal data to third countries or international organisations and will perform such transfer only after written

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<sup>4</sup> <http://www.edps.europa.eu>



authorisation by ENISA. Any transfer of personal data to third countries or international organisations shall fully comply with the requirements laid down in Chapter V of the EDPR ;

- The contractor shall notify ENISA without delay of any legally binding request for disclosure of the personal data processed on behalf of ENISA made by any national public authority, including an authority from a third country. The contractor may not give such access without the prior written authorisation of ENISA;
- To contact the Data Protection Officer (DPO) of ENISA, in charge of monitoring data protection compliance, with any questions arising or in case of need for assistance concerning personal data protection [dataprotection@enisa.europa.eu](mailto:dataprotection@enisa.europa.eu).

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

#### Confidentiality:

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

## 9. MARKING OF SUBMITTED DOCUMENTS

The tenderer SHOULD NOT mark tender documents (for e.g. the header or footer) with any of the following words: RESTRICTED, CONFIDENTIAL, SECRET or TOP SECRET. If the tenderer considers that such markings are required, a prior approval from the ENISA Procurement Coordinator should be obtained BEFORE sending the tender documents. The tenderer should be aware that the information sent to ENISA for procurement purposes is handled in accordance with the governing rules for EU Public Procurement and the EU Financial Regulation framework.

## 10. PRICE

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

## 11. PRICE REVISION

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

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

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

## 13. PERIOD OF VALIDITY OF THE TENDER



Tenderers must enclose a confirmation that the prices given are valid for six (6) months from the date of submission of the tender.

#### 14. PROTOCOL ON PRIVILEGES & IMMUNITIES OF THE EUROPEAN UNION

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

#### 15. PAYMENT ARRANGEMENTS

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

#### 16. CONTRACTUAL DETAILS

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

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

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

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

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

## PART 3 TENDER SPECIFICATIONS

### 1. INFORMATION ON TENDERING

#### 1.1 CONTRACTUAL CONDITIONS

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

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

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

#### 1.2 JOINT TENDERS (IF APPLICABLE)

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

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

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

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

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

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

### 1.3 LIABILITY OF MEMBERS OF A GROUP

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

Statements, saying for instance:

- That one of the partners of the joint offer will be responsible<sup>5</sup> for only one part of the contract and another one for the rest, or
- That more than one contract should be signed if the joint offer is successful

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

### 1.4 SUBCONTRACTING

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

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

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

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

Tenderers are required to identify all subcontractors.

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

## 2. STRUCTURE AND CONTENT OF THE TENDER

### 2.1 GENERAL

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

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

### 2.2 STRUCTURE OF THE TENDER

Based on the **e-Submission** environment<sup>6</sup>, all tenders must provide information and supporting documentation in two sections:

<sup>5</sup> not to be confused with distribution of tasks among the members of the grouping

<sup>6</sup> For detailed instructions on how to submit a tender please consult the e-Submission Quick Guide available at: [https://webgate.ec.europa.eu/digit/opsys/esubmission/assets/documents/manual/quickGuide\\_en.pdf](https://webgate.ec.europa.eu/digit/opsys/esubmission/assets/documents/manual/quickGuide_en.pdf)

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

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## 2.3 QUALIFICATION DATA

### a) Identification of the Tenderer

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

The following information should also be provided:

#### (i) Legal Entities

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

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

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

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/legal\\_entities/legal\\_entities\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm)

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

- For **legal persons**, a legible copy of the notice of appointment of the persons authorised to represent the tenderer in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation, which applies to the legal entity concerned, requires such publication. Any delegation of this authorisation to another representative not indicated in the official appointment must be evidenced.
- For **natural persons**, where applicable, a proof of registration on a professional or trade register or any other official document showing the registration number.

#### (ii) Financial identification

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

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/financial\\_id/financial\\_id\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm)

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

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

**(iii) Power of Attorney**

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

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

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

**b) Information regarding exclusion and selection criteria:**

The tenderer is requested to submit the following documents:

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

The filled-in Declaration form.

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

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

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

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

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

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

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## **2.4 TENDER DATA**

**a) Technical proposal**

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

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

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

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

## b) Financial proposal

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

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

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

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

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

The total price needs to be encoded in the e-Submission application<sup>7</sup>.

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

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

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

## 3. ASSESSMENT AND AWARD OF THE CONTRACT

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

The aim of each of these stages is:

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

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

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

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### 3.1 EXCLUSION CRITERIA

Tenders will be rejected if they do not comply with applicable obligations under environmental, social and labour law established by Union law, national law and collective agreements, or by the international environmental, social and labour law provisions listed in Annex X to Directive 2014/24/EU and compliance with data protection obligations resulting from Regulation (EU) 2016/679 and Regulation (EU) 2018/1725<sup>8</sup>.

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

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

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

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

#### **Remark:**

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

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

Each tenderer (and each member of a consortium) shall declare in the relevant field in Annex VIII (Administrative Identification form) whether it is a Small or Medium Size Enterprise (SME) in accordance with Commission Recommendation 2003/361/EC<sup>8</sup>.

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

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



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

## 3.2 SELECTION CRITERIA

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

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

### 3.2.1 LEGAL AND REGULATORY CAPACITY

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

### 3.2.2 FINANCIAL AND ECONOMIC CAPACITY

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

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

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

- (b) **Complete (also) the attached Annex II ‘Simplified Financial Statement’**, which summarises your recent financial capacity. Please note that the average turnover for the last two (2) financial years for which accounts have been closed must meet our **minimum annual average turnover of €425.000,00 (four hundred twenty five thousand euro)**:

In case of a consortium/grouping, the annual average turnover for each of the partners shall be presented. The sum of the annual average turnovers of each partner will be taken into account to reach the annual average turnover of **€425.000,00**.

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

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



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### 3.2.3 TECHNICAL AND PROFESSIONAL CAPACITY CRITERIA AND EVIDENCE

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

**Criterion T1:** The tenderer must prove experience in the field of IT infrastructure management including systems management, network management and storage management.

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

**Criterion T2:** The tenderer must prove experience in consultancy services including architecture design and review, technical configuration review, advice on implementing IT solutions, conduct risk assessment and draft BCP including DRP along with RPOs, RTOs and their translation in hardware needs.

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

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

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

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

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

### 3.3 AWARD CRITERIA

#### 3.3.1 QUALITY OF THE OFFER

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

No	Qualitative award criteria		Weighting (max. points)
1.	<b>Quality of the methodological approach and project management</b>	<p>Quality of the technical proposal including:</p> <ul style="list-style-type: none"> <li>• Overall methodology and description of methodologies to be used for each of the services included under Part 2/section 2;</li> <li>• Approach to project management for services listed in Part 2/section 2, demonstrating good management of processes, information and time;</li> <li>• Capacity and competence to manage multiple concurring assignments and ensure availability of the services;</li> </ul>	30
2.	<b>Internal Organisation</b>	<p>Organisation of work and resources including:</p> <ul style="list-style-type: none"> <li>• Overall organisation of the project team and quality of the proposed members of the team in regards with the advantageous elements as outlined in section 3.2<sup>9</sup></li> <li>• Measures to ensure effective communication among team members and between the contractor and ENISA</li> </ul> <p>Work plan for implementing the framework contract and expected requests for services</p>	30

<sup>9</sup> The knowledge and experience of the proposed team members as regards the advantageous elements as outlined in section 3.2, would be considered under the award criteria only in the way in which those aspects apply for the purpose of this contract.

3.	<b>Response to Scenarios:</b>  <b>Scenario 1 (max 20points)</b>  <b>Scenario 2 (max 20points)</b>	Quality of technical proposal for each scenario: <ul style="list-style-type: none"> <li>• Resource allocation, timing and process organisation;</li> <li>• Implementation of requirements outlined in Section 5.2;</li> <li>• Risk management of specific scenario;</li> <li>• Demonstrated know-how of technical solutions;</li> </ul>	40
<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 quality evaluation process will be considered to be of insufficient quality and eliminated from the following phase.

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

### 3.3.2 PRICE OF THE OFFER

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

$P_S = (SE_{HALF} + SE_{FULL})$  will then be used in the price formula as shown below

$P_J = (JE_{HALF} + JE_{FULL})$  will then be used in the price formula as shown below

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

$$PP = [ (A / P_S) + (B / P_J) ] / 2 \times 60 + [ (C / P_{ST}) \times 40 ]$$

where

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

**P<sub>S</sub>** - is the bid price for person/day rates for Senior Expert being evaluated

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

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

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

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

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

### 3.3.3 AWARD OF THE CONTRACT

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

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

Where;

**QP** = Qualitative points  
**PP** = Price points  
**TWP** = Total weighted points score

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

## 4. TENDER OPENING

The public opening of received tenders will take place on **2<sup>nd</sup> May 2022 at 09:30 CEST Central European Summer Time** at ENISA Athens office, 14 Agamemnonos Street, Chalandri 15231 Attiki, Greece or online in case Covid related restrictions will be still in place.

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

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

## 5. OTHER CONDITIONS

### 5.1 VALIDITY

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

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## **5.2 LOTS**

This Tender is not divided into Lots.

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## **5.3 ADDITIONAL PROVISIONS**

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

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## **5.4 NO OBLIGATION TO AWARD THE CONTRACT**

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

## 6. SPECIFIC INFORMATION

### 6.1 TIMETABLE

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

Title: “IT Infrastructure management and consultancy services”

**ENISA F-OCU-22-T16**

#### Summary timetable comments

Launch of tender:  - Contract notice to the Official Journal of the European Union (OJEU)  - Uploaded to e-Tendering website  - Uploaded to ENISA website	18 <sup>th</sup> March 2022	
Deadline for request of information to ENISA	26 <sup>th</sup> April 2022	
Last date on which clarifications are issued by ENISA	27 <sup>th</sup> April 2022	
Deadline for <b>electronic reception</b> of offers via <b>e-Submission</b>	<b>29<sup>th</sup> April 2022</b>	<b>18:00 CEST</b> Central European Summer time
Opening of offers	2 <sup>nd</sup> May 2022	<b>09:30 CEST</b> Central European Summer time
Date for evaluation of offers	TBA	
Notification of award to the selected candidate + 10 day standstill period commences	TBA	
Contract signature	End May 2022	Estimated