



OPEN CALL FOR TENDERS

Tender Specifications

“Reinforcing National and Governmental CERTs”

ENISA P/04/10/TCD

LOT 1 – Good practice guide on Incident management;

LOT 2 - Policy recommendations on Baseline capabilities of National & Governmental CERTs;

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PART 1 INTRODUCTION

1.1 BACKGROUND

Communication networks and information systems have become an essential factor in economic and social development. Computing and networking are now becoming ubiquitous utilities in the same way as electricity or water supply. The security of communication networks and information systems, in particular their availability, is therefore of increasing concern to society. This stems from the possibility of problems in key information systems, due to system complexity, accidents, mistakes and attacks to the physical infrastructures which deliver services critical to the well-being of European citizens.

For the purpose of ensuring a high and effective level of network and information security within the Community and in order to develop a culture of network and information security for the benefit of the citizens, consumers, enterprises, and public sector organisations within the European Union (EU), thus contributing to the smooth functioning of the Internal Market, a European Network and Information Security Agency (ENISA) was established on 10 March 2004¹.

1.2 SCOPE

The Agency shall assist the European Commission and EU Member States, and in consequence cooperate with the business community, in order to help them to meet the requirements of network and information security, thereby ensuring the smooth functioning of the Internal Market, including those set out in present and future Community legislation, such as in the Directive 2002/21/EC.

1.3 OBJECTIVES

The Agency's objectives are as follows:

- The Agency shall enhance the capability of the Community, EU Member States and, as a consequence, the business community to prevent, to address, and to respond to network and information security problems.
- The Agency shall provide assistance and deliver advice to the Commission and EU Member States on issues related to network and information security falling within its competencies as set out in the Regulation.
- Building on national and Community efforts, the Agency shall develop a high level of expertise.
- The Agency shall use this expertise to stimulate broad cooperation between actors from the public and private sectors.
- The Agency shall assist the Commission, where called upon, in the technical preparatory work for updating and developing Community legislation in the field of network and information security.

¹ Regulation (EC) No 460/2004 of the European Parliament and of the Council of 10 March 2004 establishing the European Network and Information Security Agency. A "European Community agency" is a body set up by the EU to carry out a very specific technical, scientific or management task within the "Community domain" ("first pillar") of the EU. These agencies are not provided for in the Treaties. Instead, each one is set up by an individual piece of legislation that specifies the task of that particular agency.

1.4 TASKS

In order to ensure the fulfilment of its objectives, the Agency's tasks will mainly be focused on:

- Advising and assisting the Commission and the Member States on network and information security and in their dialogue with industry to address security-related problems 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 our capability to deal with network and information security threats.
- Awareness raising and cooperation between different actors in the network and information security field, notably by developing public-private partnerships in this field.

The Agency shall base its operations on carrying out a work programme adopted in accordance to the relevant Articles of the establishing regulation. The work programme does not prevent the Agency from taking up unforeseen activities that follow its scope and objectives and within the given budget limitations.

1.5 ORGANISATIONAL FRAMEWORK

The bodies of the Agency comprise a Management Board, an Executive Director (and his staff) and a Permanent Stakeholder Group. The Executive Director is responsible for managing the Agency and performs his/her duties independently.

The Management Board is entrusted with the necessary powers to: establish the budget, verify its execution, adopt the appropriate financial rules, establish transparent working procedures for decision making by the Agency, approve the Agency's work programme, adopt its own rules of procedure and the Agency's internal rules of operation, appoint and remove the Executive Director. The Management Board should ensure that the Agency carries out its tasks under conditions which enable it to serve in accordance with the Regulation establishing it.

The Permanent Stakeholders Group is composed of experts representing the relevant stakeholders, such as Information and Communication Technologies industry, consumer groups and academic experts in network and information security. The Permanent Stakeholders Group advises the Executive Director in the performance of his duties under the Regulation, in drawing up a proposal for the Agency's work programme and in ensuring communication with the relevant stakeholders on all issues related to the work programme.

The Executive Director will establish, in consultation with the Permanent Stakeholders Group, ad hoc Working Groups composed of experts. Where established, the ad hoc Working Groups shall address in particular technical and scientific matters.

1.6 ADDITIONAL INFORMATION

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

For ENISA's legal base please [click here](#).

PART 2 TECHNICAL DESCRIPTION

2 SPECIFICATIONS for LOT 1: Good practice guide on Incident management

2.1 Overview

ENISA promotes the proliferation of CERTs/CSIRTs in Europe and to further support such teams, develops essential guides and tools for enhancing CERT/CSIRT operational capabilities and cooperation with other teams and players.

A good practice guide on the organizational and operational aspects of Incident Handling (referenced to as *guide*) for CERTs/CSIRTs is envisaged by ENISA to enhance the operational capabilities of such incident response teams, to motivate broader cooperation among the teams and with other parties, and to help with trust building.

The guide is, above all, considered to be a hands-on document with operational, technical and organizational “How-Tos” and guidelines in order to tackle challenges and problems in everyday CERT/CSIRT work.

The *guide*, as an outcome of the work carried out by the contractor for ENISA, should consist of good practice in various fields of CERT/CSIRT work in relation to the service of incident response and related services (incident response coordination).

Previous CERT/CSIRT good practice guides can give an example on how information should be prepared and presented, in order to achieve the best possible level of applicability in practice. Especially the following documents should be taken as an example on how to present the good practice information:

- “*A step-by-step approach on how to set up a CSIRT*”, available on ENISA website: <http://www.enisa.europa.eu/act/cert/support/guide>
- “*CSIRT exercises handbook and toolset*”, available on ENISA website: <http://www.enisa.europa.eu/act/cert/support/exercise>

More information on the expected work follows in Art 2.3.

2.2 Target audience

The target audience for the *guide* is primarily the Computer Emergency Response teams that provide the service of incident handling to their constituency (which means 100% of the teams, as incident handling is considered a mandatory core service for every CERT/CSIRT). More details on the desired content will be given in Art 2.3.

A special emphasis should be put on addressing newly established teams. But also well established and mature teams should be able to gain a benefit from the *guide*.

It is necessary that the *guide*, wherever applicable, makes references to the above mentioned “*Step-by-step approach on how to set up a CSIRT*” guide (ENISA also envisages to, in the future, supply this document with links to the *guide*).

2.3 Products and services to be provided

The Contractor shall be able to provide the following products and services:

- Assemble a comprehensive set of good practices in a *Good practice guide for incident handling*. The *guide* should build upon established good practice in organizational, operational and technical aspects of incident handling.
- The guide shall tackle the following aspects (*n.b. the list is not exclusive, and the structure is just a proposal!*):
 - **Roles and responsibilities** (triage, incident handler, team leader, public relations, etc.);
 - **Workflows** (including incident life cycle, search for contact information, classification of incidents, etc.);
 - **Tools** (preferably linked to the workflows);
 - **Coordination** (during and between incident, team internal and in relationship to other stakeholders like other teams, etc.);
 - **Cooperation** (with teams and other stakeholders, cross-border and on national level);
 - **Incident taxonomy** (a general idea on how to weight incidents in triage, etc.);
 - **Incident lifecycle** (preferably linked to the workflows in incident handling);
 - **Presentation to the management** (a general idea on how to “sell” the achievements of the team to the management; a general idea on the cost of different types of incidents (monetary losses, reputation losses, etc) is desirable).

Additionally the guide could shed light on the following matters:

- **Outsourcing** (a general idea which services can and/or should be outsourced, in which circumstances, etc.);
- **After the incident lifecycle** (a general idea on how to store incident data and derive useful statistics from them in order to “learn from the past”);
- **Cost of incidents** (in order to facilitate presentations to the management);
- And other topics proposed by the tenderer.

Wherever applicable references shall be made to the “*Step-by-step approach on how to set up a CSIRT*”, in order to seamlessly integrate the new *guide* into the portfolio of existing good practice material in the area of CERT/CSIRT at ENISA

2.4 Required skills

In order to provide the products and services described above, an expert in the field of NIS is required, who is very familiar with the tasks of Incident Response facilities (like CERTs) and the requirements for successful Incident Handling. Operational needs and cooperation barriers for Incident Response Teams must be well understood.

The following additional requirements must be met and proven:

- Experience in realising international projects (by providing general information about such projects);
- Experience in the field of all topics that are covered by the envisaged *guide* ;

- English as a working language (by providing the tender documents in English).

2.5 General technical requirements

The following technical requirements should be satisfied:

- Where applicable, attractive graphic display of results should be used for the ease of explanation and understanding;
- Where applicable, include examples, existing success stories and case studies;
- The language used must be English;
- The text materials of the *guide* must be delivered in a format (most preferably in MS Word format) that allows the ENISA to easily edit and publish it on its website, in electronic form and in printing, and to be able to create updated versions of the documents in the future.

2.6 Duration

The deadline for execution and final acceptance of the task is not later than the 29th of September 2010 or until a deadline to be agreed with ENISA.

2.7 Deliverables

The following deliverables are required from the Contractor:

The Contractor shall be able to provide products and services as described in Art 2.3 above under the following conditions:

2.8 Result and estimated budget

The result of the evaluation of tenders will be the awarding of a Service Contract and the total estimated budget **cannot exceed 60 000 Euros** (sixty thousand Euros) covering all tasks executed and including all costs.

2.9 Request for activities

The contractor shall provide ENISA with a proposed work plan and an estimation of man days required as well as the budget breakdown.

2.10 Place of execution of the activities and communications

The execution of the activities will take place at the Contractor's premises.

Quality assurance, review and final approval of deliverable and project sign-off will take place at a location to be agreed on later. Informal and regular contacts should be maintained by telephone and e-mail.

2.11 Assignment of ownership

The Contractor shall develop the *guide* for ENISA's use and assigns sole, as far as held by the contractor, ownership of any intellectual property rights related to such deliverables to ENISA, including, but not limited to trademark and copyright and in accordance with the awarding of the Service Contract.

2.12 Warranty

2.12.1. The contractor warrants that he has sufficient rights and interest in the *guide* to grant the transfer of all intellectual property rights to ENISA granted under the Service Contract.

2.12.2. In case those intellectual property rights are the property of third parties, the contractor guarantees that he has requested and obtained those third parties written authorisation to grant to ENISA the assignment of their intellectual property rights to the extent provided under the Service Contract.

2.13 Approval of the *guide*

After reception of the *guide*, ENISA will have thirty (30) calendar days in which:

- to approve it, with or without comments or reservations, or
- to reject it and request a new *guide*.

If ENISA does not react within this period, the report shall be deemed to have been approved.

Where ENISA requests a new *guide* because the one previously submitted has been rejected, this shall be submitted within thirty (30) calendar days. The new *guide* shall likewise be subject to the above provision.

3 SPECIFICATIONS for LOT 2 - Policy recommendations on Baseline capabilities of National & Governmental CERTs

3.1 Overview

ENISA promotes the proliferation of CERTs/CSIRTs in Europe and to further support such teams, develops essential guides and tools for enhancing CERT/CSIRT operational capabilities and cooperation with other teams and players.

The European Commission, in its recent communication on Critical Information Infrastructure Protection (CIIP, COM(2009)149) charged ENISA with supporting the definition of a “minimum level of capabilities and services for national / governmental CERTs” with a special emphasis on pan-European cooperation. End of 2009 ENISA, in cooperation with the CERT communities and other stakeholders, created a first draft of baseline organizational, operational and technical capabilities of national / governmental CERTs (see bullet point below).

In 2010 ENISA envisages the derivation of policy recommendations for the governments of the EU Member States, based on the results from 2009 and other information. The creation of a set of policy recommendations (further referred to as *recommendations*) with regards to national / governmental CERTs is the subject of this tender.

These *recommendations* shall be based on organizational, operational and technical baseline capabilities generated in 2009:

- “*Baseline capabilities for national / governmental CERTs – Version 1.0*”, available on the ENISA website:
<http://www.enisa.europa.eu/act/cert/support/baseline-capabilities>

In 2008, in the framework of its Resilience program, ENISA produced a document containing policy recommendation for Member States derived from a stock taking of policies and recommendations in the field of resilience. This guide should be considered as an example of how information in the *recommendations* shall be presented, and can also provide input to the *recommendations*:

- Example: *Analysis of policies and recommendations*
<http://www.enisa.europa.eu/act/res/policies/analysis-of-national-policies/analysis-of-policies-and-recommendations>

More information on the expected work follows in Art 3.3 below.

3.2 Target audience

The target audiences for the *recommendations* are those policy making bodies in the European Member States who are responsible to initiate and plan the establishment and operation of a national / governmental CERT, and who are responsible to create an adequate national policy framework for these tasks.

While the document “*Baseline capabilities for national / governmental CERTs*” created in 2009 in a bottom-up approach points out organizational, operational and technical requirements and recommendations for a national / governmental CERT itself, the recommendations shall point out the top-down approach by providing the policy makers in the Member States with appropriate information and requirements to take into account for the policy making process.

3.3 Products and services to be provided

The Contractor shall be able to provide the following products and services:

- Compile policy recommendations for the EU Member States with regards to national / governmental CERTs, taking into account organizational, operational and technical requirements (as outlined in the document “*Baseline capabilities for national / governmental CERTs*”, link see above);
- Take into account the findings of earlier work of ENISA, especially the “*Analysis of policies and recommendations*” for resilience (link see above);
- Where necessary collect own input from stakeholders in order to complement the existing data.

3.4 Required skills

The performance of the above mentioned activities requires professionals that have good academic and professional multi disciplinary knowledge on all or a sub-set of the fields below:

- standard based qualitative and analytical methods and methodologies;
- experience with regulatory issues of public eCommunications networks at national and/or pan European level;
- strong drafting skills as well as communication and project management skills including quality assurance;
- data validation methods including the ability to produce clear and understandable text equipped with graphical elements;
- experience in dealing with public authorities and running or contributing to public consultation processes;
- English as a working language (by providing the Tender documents in English).

In addition the following skills are desirable:

- Knowledge in security standards and best practices related to resilience of public eCommunication (ISO 2700X, BSI 25999, Cobit, ITIL, OCTAVE, etc.), and security issues and disciplines.

3.5 Duration

The deadline for execution and final acceptance of the task is not later than the 29th of September 2010 or until a deadline to be agreed with ENISA.

3.6 Deliverables

The following deliverables are required from the Contractor:

The Contractor shall be able to provide the products and services as described in Art 3.3 above under the following conditions:

3.7 Result and estimated budget

The result of the evaluation of tenders will be the awarding of a Service Contract and the total estimated budget **cannot exceed 40.000 Euros** (Forty thousand Euros) covering all tasks executed and including all costs.

3.8 Request for activities

The contractor shall provide ENISA with a proposed work plan and an estimation of man days required as well as the budget breakdown.

3.9 Place of execution of the activities and communications

The execution of the activities will take place at the Contractor's premises.

Quality assurance, review and final approval of deliverable and project sign-off will take place at a location to be agreed on later. Informal and regular contacts should be maintained by telephone and e-mail.

3.10 Assignment of ownership

3.4.1. The Contractor shall develop the *recommendations* for ENISA's use and assigns sole, as far as held by the contractor, ownership of any intellectual property rights related to such deliverables to ENISA, including, but not limited to trademark and copyright and in accordance with the awarding of the Service Contract.

3.11 Warranty

3.5.1. The contractor warrants that he has sufficient rights and interest in the *recommendations* to grant the transfer of all intellectual property rights to ENISA granted under the Service Contract.

3.5.2. In case those intellectual property rights are the property of third parties, the contractor guarantees that he has requested and obtained those third parties written authorisation to grant to ENISA the assignment of their intellectual property rights to the extent provided under the Service Contract.

3.12 Approval of the *recommendations*

After reception of the *recommendations*, ENISA will have thirty (30) calendar days in which:

- to approve it, with or without comments or reservations, or
- to reject it and request new *recommendations*

If ENISA does not react within this period, the *recommendations* shall be deemed to have been approved.

Where ENISA requests a new *recommendations* deliverable because the one previously submitted has been rejected, this shall be submitted within thirty (30) calendar days. The new *recommendations* shall likewise be subject to the above provision.

The following specifications are common to BOTH LOTS:

4 CONTENT AND PRESENTATION OF THE PRICE OFFER

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

5 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.

6 PRICE REVISION

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

7 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.

8 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.

9 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.

10 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.

11 CONTRACTUAL DETAILS

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

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 **12 April 2010** 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 **12 April 2010** 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.

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 Procurement Section Science and Technology Park of Crete (ITE) Vassilika Vouton 700 13 Heraklion Greece

Please note that late delivery 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 marked as follows:

OPEN CALL FOR TENDER NO. ENISA P/04/10/TCD
“Reinforcing National and Governmental CERTs”
NOT TO BE OPENED BY THE MESSENGER/COURIER SERVICE
NOT TO BE OPENED BY THE OPENING COMMITTEE BEFORE 22nd April 2010
TENDERED BY THE FIRM: <PLEASE INSERT NAME OF THE TENDERER/COMPANY>

The **inner envelope** should also be similarly marked:

OPEN CALL FOR TENDER NO. ENISA P/04/10/TCD
“Reinforcing National and Governmental CERTs”
NOT TO BE OPENED BY THE OPENING COMMITTEE BEFORE 22nd April 2010
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, a company the following administrative information and documents must be provided (see administrative identification form attached as Annex I:

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 opening of received tenders will take place on **22nd April 2010 at 10:00** at ENISA Building, Science and Technology Park of Crete, GR - 70013 Heraklion, Greece.

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:

- Annual accounts, balance sheet or extracts there from where publication of the balance sheet is required under company law in the country of establishment;
- Statement of the undertaking's overall turnover and its turnover in respect of the services to which the contract relates for the previous three financial years.

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.

3.3 Technical Background

3.3(a) For LOT 1 - Good practice guide on Incident management:

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 2.4 for LOT 1 - Required 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).

3.3(b) For LOT 2 - Policy recommendations on Baseline capabilities of National & Governmental CERTs:

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 3.4 for LOT 2 - Required Skills):

- His relevant expertise in the area of drafting recommendations for policy makers;
- His technical knowledge and experience in the relevant technical areas;
- His management capability (including, but not limited to, project management in a European context and quality assurance).

4. AWARD CRITERIA

The following award criteria apply to both LOTS 1 and 2 identically:

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)	30/100
2.	Quality and accuracy of content and structure	Quality of the proposal and accuracy of the description to provide the requested services	25/100
3.	Project Team	Composition of project team, especially experiences in incident handling (Lot 1) or in drafting policy recommendations (Lot 2), direct involvement of senior staff, and distributions of tasks amongst experts; proposed workflows and quality review cycles	30/100
4.	Methodology	Selected methodology and project management	10/100
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.

The offers exceeding the maximum price set in Part 2; Article 2.8 for LOT 1 and Article 3.7 for LOT 2 will be excluded. The cheapest offer will receive the maximum points and the rest of the candidate's offers will be awarded points in relation to the best offer as follows

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

Where;

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

5. AWARD OF THE CONTRACT

The contract 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

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 divided into Lots.

- **LOT 1:** Good practice guide on Incident management
- **LOT 2:** Policy recommendations on Baseline capabilities of National & Governmental CERTs

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 for each LOT. A draft copy of which is included as Annex V to this tender.

12. SPECIFIC INFORMATION

12.1 Timetable

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

Title: **“Reinforcing National and Governmental CERTs”**

ENISA P/04/10/TCD

Summary timetable comments

Launch of tender - Contract notice to the Official Journal of the European Union (OJEU)	17 February 2010	
Deadline for request of information from ENISA	06 April 2010	
Last date on which clarifications are issued by ENISA	08 April 2010	
Deadline for submission of offers	12 April 2010	in case of hand-delivery (05:00 pm local time. This deadline is fixed for the receipt of the tender in ENISA's premises)
Opening of offers	22 April 2010	At 10:00 Greek time
Date for evaluation of offers	22 April 2010	At 11:00 Greek time
Notification of award to the selected candidate	1 st week of May 2010	Estimated
14 day standstill period	3 rd week of May 2010	Estimated
Contract signature	End of May 2010	Estimated
Commencement date of activities	1 st June 2010	Estimated
Completion date of activities	29 Sept 2010	Estimated

CHECKLIST

WHAT MUST BE INCLUDED IN THE TENDER SUBMISSION:

PLEASE TICK EACH BOX AND RETURN THIS CHECKLIST

TOGETHER WITH YOUR OFFER

1. Technical Offer
2. Legal Entity Form² (*Annex I*) dated and signed
3. Financial Identification Form³ (*Annex II*) dated and signed
4. Declaration on Honour on exclusion criteria (*Annex III*) dated and signed
5. Financial Offer (*Annex IV*) dated and signed
6. Supporting documentation showing previous related experience
as well as financial information and proof of registration
7. Declaration by Authorised Representative (*Annex VI*) dated and signed
8. Consortium form (*Annex VII*) dated and signed - if applicable
9. Sub-Contractors form (*Annex VIII*) dated and signed – if applicable

****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.***

² If you have provided a Legal Entity form to ENISA within the previous 6 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 6 months maximum and no details have changed in the meantime, then you may provide a photocopy of this previous form.

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

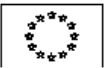
FINANCIAL IDENTIFICATION FORM

- SPECIMEN FOR THE TENDERER -

(to be completed by the Tenderer and his financial institution)

The Tenderer's attention is drawn to the fact that this document is a specimen, 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/execution/ftiers_fr.htm
ACCOUNT NAME	
ACCOUNT NAME ⁽¹⁾	<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"/>
CONTACT	
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 ⁽²⁾	<input type="text"/>
REMARKS:	<input type="text"/>
BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE (Both Obligatory) ⁽³⁾	DATE + SIGNATURE ACCOUNT HOLDER : (Obligatory)
<input type="text"/>	DATE <input type="text"/>
<small>(1) The name or title under which the account has been opened and not the name of the authorized agent (2) If the IBAN Code (International Bank account number) is applied in the country where your bank is situated (3) It is preferable to attach a copy of recent bank statement, in which event the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-holder is obligatory in all cases.</small>	

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:

“Reinforcing National and Governmental CERTs”

ENISA P/04/10/TCD

Please provide your financial lump sum offer for **either** LOT 1 **or** LOT 2 **or for both** LOTS

LOT Description:	Number of ‘Man days’ required for completion of project.	Your OFFER
LOT 1: Good practice guide on Incident management <i>Please provide your lump sum price for the total deliverables.</i>	M/Days	€
LOT 2: Policy recommendations on Baseline capabilities of National & Governmental CERTs <i>Please provide your lump sum price for the total deliverables</i>	M/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 <i>(if applicable)</i>	
<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:	