



## **OPEN CALL FOR TENDERS**

### ***Tender Specifications***

for the provision of

### **“Trusted Infrastructures and Services: EU Overview”**

**ENISA D-TCI-13-T01**

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# PART 1 INTRODUCTION TO ENISA

## 1. CONTEXT

### 1.1 Introduction

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

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

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

### 1.2 Scope

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

### 1.3 Objectives

The Agency's objectives are as follows:

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

## 2. ADDITIONAL INFORMATION

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

## PART 2 TECHNICAL DESCRIPTION

### A. SCOPE OF THIS TENDER

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

<b>Subject of the tender</b>	<b>Maximum budget</b>
Trusted Infrastructures and Services: EU Overview	<b>€ 55,000.00</b>

# 1. GENERAL DESCRIPTION OF THE REQUIRED SERVICES

## 1.1 Context

It is clear that trust infrastructures and services play a fundamental role in ensuring the correct and optimal functioning of the information society, as these services provide a framework within which business applications can function as intended and citizens use them knowing they are safe and secure. Indeed, trust e-Identity infrastructure technologies and services are considered to be of paramount importance to the trust and security of future information systems.

## 1.2 ENISA Work Programme 2013

In its Work Programme 2013 ENISA has divided its work into Work Packages; this project is related in particular with its Work Package 1.2. The purpose of this work package is to identify the risks and threats this infrastructure is exposed to. Such risks/threats can emerge both from the technologies and services themselves (like bad design, improper coding, etc.) and from their improper usage. Besides the risks and threats, wherever possible the opportunities should also be identified, as this is key to taking advantage of new models for security controls and new usages of existing controls.

The following will be considered trust infrastructure and services:

- Any electronic service consisting in the creation, verification, validation, handling and preservation of electronic signatures and electronic certificates at national and EU level, including certificates for electronic signature, for electronic seals and for website authentication.
- Any electronic service consisting in the creation, verification, validation, handling and preservation of other trust items like: electronic seals, electronic time stamps, electronic documents, and electronic delivery.

The most important part of this project is the assessment and communication of use cases for Trusted services for e-Government portals, integration mechanisms and strategies.

## 1.3 On-going activities by other organisations in EU

The EC is doing some activities, with the aim to promote the use of e-Identity and e-Authentication tools, as well as to remove all existing barriers that avoid cross-border use of those services, and the lack of harmonisation between the strategic plans made in the Member States.

- On 4 June 2012, the European Commission published a new draft EU regulation on e-signatures and e-identities<sup>1</sup> "electronic identification and trusted services" that is meant to extend the existing e-Signatures Directive to include new services such as e-stamping or e-seals that would guarantee the origin and the integrity of an electronic document. The proposed Regulation will ensure people and businesses can use their own national electronic identification schemes (e-IDs) to access public services in other EU countries where e-IDs are available. To support the implementation of the new EU regulation, the EC launched two projects:

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<sup>1</sup> <http://www.edri.org/edriagram/number10.11/ec-proposal-electronic-identity>  
<http://eur-lex.europa.eu/Notice.do?checktexts=checkbox&checktexte=checkbox&val=679649%3Acs&pos=1&page=1&lang=en&pgs=10&nbl=1&list=679649%3Acs%2C&hwords=&action=GO&visu=%23texte>

- Study to support the implementation of a pan-European framework on electronic identification and trust services for electronic transactions in the internal market (SMART 2012/0001)<sup>2</sup>.
- Impact assessment<sup>3</sup> of the new regulation
- Proposal for a Directive of the European Parliament and of the Council on the accessibility of public sector bodies' websites<sup>4</sup>
- Study on collaborative production in e-Government (SMART 2010/0075)<sup>5</sup>
- World e-ID Congress<sup>6</sup> has become in eight years a key event gathering over 350 e-ID program managers, government officials and technology experts looking at major e-ID projects, policy trends and the latest innovations.
- The Build/Connect/Grow<sup>7</sup> EU magazine identifies the following Large Scale Pilots:
  - Secure Identity Across Borders Linked (STORK II<sup>8</sup>). STORK simplifies bureaucratic hurdles and administrative delays to provide citizens and the business community with easy but secure access to their benefits and administrative records no matter where they are in Europe. Within this overarching framework, there are pilots dedicated to:
    - Cross-border authentication for electronic services;
    - Providing safer internet chat for children and adolescents;
    - Facilitating mobility for university students seeking to study abroad within Europe;
    - Developing cross-border mechanisms for secure online delivery of documents; and
    - Assisting people formalize a cross-border change-of-address.
  - SPOCS<sup>9</sup> (Simple Procedures Online for Cross-Border Services) has made significant achievements, from establishing 'Document Equivalence' between national administrations to enhancing 'semantic interoperability' (making different countries understand each other and work together digitally). Furthermore, they highlighted areas requiring improvement, notably in terms of abolishing legal barriers and addressing public misconceptions of the security of electronic information transfers.
  - Despite the completion of the Pan-European Public Procurement Online (PEPPOL<sup>10</sup>) project in August 2012, a number of public and private members of the PEPPOL community committed themselves to further drive adoption of standardised e-Procurement solutions – encompassing e-Attestations, e-Catalogues, e-Orders, e-Invoices and eSignature validation and an open document exchange network – with the creation of OpenPEPPOL. OpenPEPPOL is a non-profit international association of public and private PEPPOL community members.

<sup>2</sup> [http://ec.europa.eu/information\\_society/newsroom/cf/dae/itemdetail.cfm?item\\_id=8363](http://ec.europa.eu/information_society/newsroom/cf/dae/itemdetail.cfm?item_id=8363)

<sup>3</sup> [http://ec.europa.eu/information\\_society/policy/esignature/eu\\_legislation/regulation/index\\_en.htm](http://ec.europa.eu/information_society/policy/esignature/eu_legislation/regulation/index_en.htm)

<sup>4</sup> [http://ec.europa.eu/information\\_society/newsroom/cf/dae/itemdetail.cfm?item\\_id=9125](http://ec.europa.eu/information_society/newsroom/cf/dae/itemdetail.cfm?item_id=9125)

<sup>5</sup> [http://ec.europa.eu/information\\_society/newsroom/cf/dae/itemdetail.cfm?item\\_id=9141](http://ec.europa.eu/information_society/newsroom/cf/dae/itemdetail.cfm?item_id=9141)

<sup>6</sup> <http://www.world-eidcongress.com/call-for-papers-2013>

<sup>7</sup> <http://www.buildconnectgrow.net/en/build?load=build/infographics-build>

<sup>8</sup> <https://www.eid-stork.eu/>

<sup>9</sup> <http://www.eu-spocs.eu/>

<sup>10</sup> <http://www.peppol.eu/>

- e-CODEX<sup>11</sup> “e-Justice Communication via Online Data Exchange” Cooperating with other LSPs in the fields of e-Delivery, e-Payments, e-Documents, eID and e-Signatures, e-CODEX will demonstrate how the building blocks for cross-border interoperability can be implemented in numerous domains, including e-Justice. Two pilots are developed under this project:
  - The European Arrest Warrant (EAW) requires a national executing judicial authority to recognise requests for the surrender of a person made by the judicial authority of another Member State (the issuing judicial authority) for the purposes of prosecution.
  - Mutual Recognition of Financial Penalties. Previously, many offences – ranging from simple road traffic offences to organised crime – went unpunished due to their transnational nature. With this pilot, financial penalties imposed against an offender in a foreign country can follow them to their home country, with their domestic authorities being tasked to collect the penalty. The pilot is currently being developed for three EU Member States – France, Germany and the Netherlands.
- Smart Open Services for European Patients (epSOS<sup>12</sup>) ensures those European travellers are well cared for. It provides standards for the exchange of medical information, thereby leading to informed health care and a safe continuity of treatment.
- There is an initiative to build a Thematic Network for European eID (SSEDIC<sup>13</sup>). The objective of this network is to provide a platform for all the stakeholders of eID (electronic identity) to work together and collaborate to prepare the agenda for a proposed Single European Digital Identity Community as envisaged by the Digital Agenda (DAE) in its Key Action 16.
- Initiatives outside EU: NSTIC<sup>14</sup>: National Strategy for Trusted Identities in Cyberspace. Five U.S. organizations will pilot identity solutions that increase confidence in online transactions, prevent identity theft, and provide individuals with more control over how they share their personal information.

#### 1.4 Expected outcomes

The work in this project will be performed in a collaborative manner with involved stakeholders and will use existing information sources wherever possible. Existing assessments, results of the above mentioned activities being developed in EU, will be complemented as appropriate.

The following outcomes are foreseen:

- The collection and consolidation of information on trust infrastructures and services: Trust service providers (TSP).
- The unification of available information about technological security requirements of the TSP.
- The involvement of relevant stakeholders
- The formulation of key messages to DG Conn and the Member States on how to improve their policies.

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<sup>11</sup> <http://www.e-codex.eu/>

<sup>12</sup> <http://www.epsos.eu/>

<sup>13</sup> <http://www.eid-ssedic.eu/>

<sup>14</sup> <http://www.nist.gov/nstic/pilot-projects.html>



- The results will also be used as input for the work being done by the DG CONN e-Sign TF to develop the new directive about e-Signature and trust infrastructures.

## **2. OBJECTIVES AND PHASES OF PROJECT**

In this project we will concentrate only in cross-border interoperability of TSPs providing services to e-Gov. portals, addressing the following tasks:

1. Analyse the e-signature and e-identity trust infrastructures used in e-Government (e-Gov) applications in EU. Make a description of the most important technologies and security mechanisms used by them.
2. Analyse the interfaces offered to external sources of identity and identify interoperability problems.
3. Analyse the risks associated with the available infrastructures, concentrating on those affecting business continuity and service availability.
4. Build a use case for e-Gov applications, with guidelines for the use of required trust infrastructures and services.

The project has two main objectives:

- The initial objective of this project is to draw an inventory of the most important trusted e-Identity infrastructure and services (TSP) (see art 1.2 above), by consulting and collaborating with regulatory bodies, associations of providers and manufacturers.
- The second objective is to formulate guidelines for the implementation of the best strategies to achieve the mitigation of the identified risks (based on current best practices set in place by the trust service providers).

The contractor will have to perform the project in 4 phases and will have to deliver the appropriate/foreseen deliverables per phase. It should be noted that the numbering of the phases described below reflects the ordering of the work; however their execution may overlap, based on preliminary results of previous phases and on independent research needed to achieve the expected results.

### **2.1 PHASE 1: Identify Trust infrastructures in EU**

#### **a) Objective**

This phase has two objectives:

1. Identify the e-signature and e-identity related trust infrastructures and service providers (TSP) (see definition in Art. 1.2 above) used in e-Gov applications in EU, i.e. an inventory of the TSP available in EU to be integrated in e-Gov portals.
2. Make a description of the most important technologies and security mechanisms used by the above identified TSPs.

#### **b) Methodology**

The contractor should approach the regulatory bodies, associations of providers, and manufacturers, in order to identify the relevant providers of the kinds listed above in each EU MS. ENISA will help the contractor in the identification of the relevant TSPs.

The results of the above task could be considered an update of the information already available from previous works conducted in EU in this field, like the IDABC<sup>15</sup> and PEGS<sup>16</sup> studies finished in 2009. In this project, the analysis should be more focused on trust services than on eID and eSignature service providers, and in this sense complementary to the IDABC work.

In order to identify the technologies and security mechanisms used by the TSPs, as well as the accreditation mechanisms and schemes they have adhered to in order to demonstrate the trustworthiness of their services, the contractor should conduct a survey aimed at the TSPs. The content of the survey will be agreed between the contractor and ENISA.

The results of the survey will then be analysed and structured into a deliverable, with the collaboration of ENISA.

### **c) Deliverable for Phase 1**

The expected deliverable will be a short report with the inventory of TSPs identified, as well as the technologies and security mechanisms they have in place to guard against threats to the services they provide.

## **2.2 PHASE 2: Interfaces of Trust infrastructures**

### **a) Objective**

The objective of this phase is to complement the results obtained in the previous phase, providing a more complete picture of the technologies used by the TSP in EU. This will allow the assessment of the risks of being unreachable by clients from another country, e.g. due to interoperability problems that the clients of those TSPs may experience as a result of the use of different standards, profiles, products or configuration practices, etc.

### **b) Methodology**

The above objective may be reached through collecting and analysing additional information about the interfaces offered by the above identified TSPs to their clients (customers), mainly e-Gov web services, like those tested in the Large Scale Pilots (LSP<sup>17</sup>) being funded by the EC. The analysis should focus on the identification of cross-border technical interoperability problems within the EU by:

- Identifying standards and standard profiles, either national or international, adopted for the communication between the TSPs and the client.
- Analysing the interconnection characteristics of the products used to interact with the clients, and describe the main configuration requirements, such as authentication agreements and other connection binding requirements that the TSP offers/requires to its clients to subscribe them to the service.

The contractor should approach the relevant providers identified in phase 1.

ENISA will collaborate with the contractor in the identification and categorisation of the relevant standards and protocols to be analysed.

Then the contractor will run a survey about the technologies and security mechanisms offered by the TSPs, to their clients, to allow these to use their services. To achieve this goal, the TSPs

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<sup>15</sup> <http://ec.europa.eu/idabc/en/document/6484.html>

<sup>16</sup> <http://ec.europa.eu/idabc/en/document/6485.html>

<sup>17</sup> The Build/Connect/Grow<sup>17</sup> EU magazine identifies the following Large Scale Pilots: STORK II, SPOCS, e-CODEX, PEPPOL, epSOS)

should reply to the aforementioned questionnaire, for which the content will be agreed between the contractor and ENISA. This questionnaire could be merged with the one of Phase 1.

### **c) Deliverable for Phase 2**

A short report with the list of identified standards required to interface to the TSP, currently set in place to make available the service.

## **2.3 PHASE 3: Analyse the risks associated**

### **a) Objective**

The objective of this phase will be to collect ideas for the harmonisation of the requirements applicable to the TSPs.

The result of this analysis will be input for policy makers, so that the legal requirements that they will impose through regulation, will result in the harmonisation of the mitigation tools implemented by the TSPs in EU. This should help towards building a uniform quality assurance of the services provided by TSPs.

### **b) Methodology**

The analysis of the above mentioned risks should be made taking into consideration:

- The information collected in the previous phases of this project covering:
  - the technologies implemented by the TSPs and the way they use them
  - the security mechanisms set in place to mitigate the risks
- The analysis of the most relevant incidents suffered by TSPs in the Member States.

With this information, the contractor will have to:

- Produce a list of Risks that should be taken into consideration by the TSPs involved in the incidents
- Draft an assessment of the exposure to these risks by other TSPs that have other mitigation tools in place
- Identify the most effective mitigation tools, focusing mainly those affecting business continuity and service availability.

The description of these mitigation tools will be addressed to EU policy makers and eGov service managers. This should help to guide them in revising their existing risk mitigation strategies, and in the decision process linked to the granting of qualifications to TSPs for their services.

### **c) Deliverable for Phase 3**

A short report (between 10 and 20 pages) summarising the list of identified TSP risks and mitigation strategies, and their potential impact on the service.

## **2.4 PHASE 4: build a eGov use case**

### **a) Objective**

The objective of the last phase of this project is to provide recommendations to e-Gov portal managers on the following:

- A) the Trust Services they may integrate into their building blocks, so as to improve the trustworthiness of the services they provide
- B) the requirements they may impose on the TSPs to ensure on-going trustworthiness of their services

The work in this phase should complement the results of the previous phase by providing example(s) of the implementation of a minimum set of requirements for the qualified TSPs to prevent the creation of unnecessary cross-border interoperability barriers.

The applications to be selected for the use cases should be taken from the scenarios defined in the LSPs funded by the EC, or similar ones, in order to avoid the creation of new scenarios, and with the aim to create synergies with those LSPs.

## **b) Methodology**

This will be achieved through a description of the best practices applied to the use of trusted infrastructures and services, through use case scenarios of e-Gov portals, where the applications integrate different trust infrastructures and services.

The best practice will focus on the service level agreements that the eGov applications require from qualified TSPs, leading to harmonisation of service requirements across EU MSs.

The contractor should approach the Large Scale Pilots (LSP) that are funded by the EC and analyse the best way (best practices) to incorporate TSPs in various LSPs. ENISA will collaborate with the contractor in the identification of appropriate contact points with the LSPs, in order to get the necessary information about the building blocks of the scenarios being defined by them, and to provide them feedback on the best practices recommended to integrate TSPs in their pilots.

The scenarios should focus on:

- the cross-border potential issues and barriers
- the requirements to build relationships between the TSP and the eGov client, and
- the information exchanged between eGov applications and qualified TSPs

The TSP risks and mitigation requirements, described in the scenarios, will be based on the results of previous Phases of the project.

ENISA will collaborate with the contractor in the establishment of liaisons with the LSPs, in order to get the definitions of the scenarios and to build the expected synergies.

## **c) Deliverable for Phase 4**

A short report with a description of the scenarios and the potential risks, and the minimum set of mitigation mechanisms, that should be identified in the requirements imposed by the eGov portal managers to the qualified TSPs to allow its incorporation in the scenario.

## **3. EXPECTED SKILLS**

The following requirements should be met by the Contractor:

- Experience in realising similar projects.
- Good project management skills.
- English as a working language.

Specifically for Phases 1 and 2 a good knowledge of:

- Trusted Service and Infrastructures landscape in Europe
- Networks and Information systems Risk Assessment

Specifically for Phases 3 and 4 a good knowledge of:

- Trusted Service and Infrastructures landscape in Europe
- Large Scale Pilots plans and e-Gov applications
- Networks and Information systems Risk Assessment
- Definition of distributed applications use cases and/or pilots

#### 4. SERVICES TO BE PROVIDED

The contractor shall be able to provide all deliverables as described in the phases listed above (see section 2 above).

The writing style used in the documents to be delivered must be straightforward and easy to follow. Examples and adequate illustrations should be used as stylistic resources when applicable. The language for all deliverables will be English.

The Contractor will also be required to prepare a set of 'PowerPoint' slides for final presentation of each of the deliverables. These presentations should target both internal ENISA experts and external stakeholders.

##### a) Indicative effort and expenses related to the project

Below we give some indicative values regarding the costs related to the service required. It has to be noted, that these figures have an indicative character.

##### b) One-off efforts and costs

Phase	Deliverable to be provided	Indicative (in €)	Comments
P1	TSP technologies and security measures used in EU	22,000	ENISA will collaborate with the contractor in this phase with an equivalent effort in Person. Days, as indicated in 2.1 b)
P2	TSP access protocols and interfaces offered to eGov applications in EU	13,000	ENISA will collaborate with the contractor in this phase with an equivalent effort in Person. Days, as indicated in 2.2 b)
P3	Risk assessment for EU TSP	8,000	ENISA will collaborate with the contractor in this phase with an equivalent effort in Person. Days, as indicated in 2.3 b)
P4	Guidelines to use TSP in eGov scenarios	12,000	ENISA will collaborate with the contractor in this phase with an equivalent effort in Person. Days, as indicated in 2.4 b)

## 5. PROJECT MANAGEMENT

### a) Project manager

The project manager from ENISA will have the overall supervision for the implementation of the project and will facilitate interaction between the contractor and appropriate ENISA actors, whose involvement may be required in order to safeguard the smooth implementation of the project.

### b) Project management and collaboration policy

Given the expected collaboration between ENISA and the contractor staff, regular (weekly) phone calls will be planned in the first weeks of the project in order to determine progress, and during the last weeks of each phase, to agree on the content of the deliverable.

It is not planned to have face to face meetings between ENISA and the contractor, but ENISA intends to organise a Working Group meeting with experts on the topics addressed by this project. One person representing the contractor will be invited to attend and to make a presentation of the results of the project and, to get feedback from the experts attending the WG. This WG meeting is expected to be organised during July, in combination with some other event in this sector, e.g. a meeting of one of the LSPs or an APWG meeting or a SSEDIC meeting, etc.

### c) Envisaged Project Management Timeline

Four distinct phases have been identified in order to achieve an effective and smooth production of the deliverables. ENISA has defined the following project implementation timeline:

Phase	Calendar Period
Phase 1	22 <sup>nd</sup> of July 2013
Phase 2	End of July 2013
Phase 3	End of September 2013
Phase 4	Mid November 2013

The tenderer, based on their knowledge and prior experience of implementation may include in the offer a revised proposal with regard to the time schedule of the implementation. However, the Agency reserves the right to maintain its original implementation timeline in case it decides that the revised proposal submitted by the tenderer does not meet its operational needs.

In any case it must be emphasised that the final date for execution and final acceptance is as follows:

- **Phases 1 and 2** - not later than 31<sup>st</sup> July 2013.
- **Phase 3** - not later than 30<sup>th</sup> September 2013.
- **Phase 4** - not later than 18<sup>th</sup> of November 2013.

In all the cases at least two weeks before the final date of acceptance, a full draft of the deliverable has to be provided to the ENISA project manager for evaluation and final acceptance in the scheduled date.

#### **d) Project Proposal implementation plan**

The offer of the tenderer should also include a project implementation proposal and plan that should be presented using a tool such as MS Project, Gant chart or similar in order to facilitate the project manager to assess the process to be followed by the contractor to be selected. The plan should include milestones and draft deliverables.

### **6. LIST OF DELIVERABLES**

The contractor shall be able to provide deliverables as detailed in section 2 “OBJECTIVES AND PHASES OF PROJECT” above. Moreover, the contractor will produce progress reports to predefined milestones (i.e. finalization dates of phases, key milestones). In addition, project management information will be communicated to ENISA on demand.

### **7. PLACE OF EXECUTION OF THE ACTIVITIES AND COMMUNICATIONS**

The execution of the activities will take place at contractor’s supplied premises. The contractor is required to be available for all necessary meetings with ENISA, as detailed in section 5 b), and for collecting all relevant information to complete the project. For this purpose, informal and regular contacts should be maintained by telephone / Skype and e-mail as well as network based collaborative tools (i.e. web conferencing) can be used.

It should be mentioned that the costs of any necessary business trips should be included in the total offer. ENISA will not additionally reimburse, in part or in full, the contractor for taking part in meetings or other events.

Quality assurance, review and final approval of the deliverable, and project sign-off will be performed by ENISA at its premises.

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

The result of the evaluation of tenders will be the awarding of a Service Contract. The total estimated budget cannot exceed **55,000.00 Euros (fifty five thousand Euros)**<sup>18</sup> covering all tasks executed and including all costs (e.g. travelling expenses of the contractor to and from ENISA’s premises as detailed in article 7).

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

a) The Tenderer shall enclose with the Technical Offer all documents and information that will enable its offer to be assessed in terms of quality and of compliance with the Specifications and expected skills. Including (not exclusively) the following ones (see Annex IX for the documents check list):

- Project planning, including task breakdown within each phase, milestones and draft deliverables
- Methodology used in the execution of each phase
- Project management policy and staff structure and skills
- CV of key personnel involved in the execution of each task

b) **You are also required to include an electronic copy of your Technical Offer** together with the paper copy (mandatory). This may take the form of a CD/DVD or flash drive or similar.

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<sup>18</sup> Please note that following implementation of the contract with the successful contractor and depending on the further needs of the contracting authority specifically in the field of endeavour the subject of this contract, the maximum amount contracted may be increased by up to 50% - subject to budget availability.

Please do not provide a remote link to a cloud based folder for retrieval as this cannot be accepted.

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

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

## **11. DATA PROTECTION**

Personal contact information will normally be professional contact data only, so no special confidentiality requirements are envisaged.

Regarding personal data, the following EU data protection regulations have to be respected:

1. 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;
2. 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;
3. 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.

## **12. 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.

## **13. PRICE REVISION**

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

## **14. 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.

## **15. 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.

## **16. 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.



## 17. 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.

## 18. CONTRACTUAL DETAILS

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

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

## PART 3 ADMINISTRATIVE DETAILS

### 1. FORMAL REQUIREMENTS

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

You are invited to tender for this project and requested to submit (despatch) your tender no later than **19th March 2013** either by:

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

or

b) **Hand-delivery** (direct or through any authorised representative of the Tenderer) by 17.00 hours on **19th March 2013** at the latest to the address shown below (please, be informed that only delivery during working hours 09:00-17:00 hrs. is accepted). In the case of hand-delivery, in order to establish proof of the date of deposit, the depositor will receive from an official at the below-mentioned address, a receipt which will be signed by both parties, dated and time stamped.

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

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

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

Postal Address		Express Courier & Hand Delivery
European Network and Information Security Agency (ENISA)  For the attention of: The Procurement Officer PO Box 1309 71001 Heraklion Greece	or	European Network and Information Security Agency (ENISA)  For the attention of The Procurement Officer Science and Technology Park of Crete (ITE) Vassilika Vouton 700 13 Heraklion Greece

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

## 1.2 Presentation of the Offer and Packaging

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

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

OPEN CALL FOR TENDER NO. <b>ENISA D-TCI-13-T01</b>
<b>“Trusted Infrastructures and Services: EU Overview”</b>
NOT TO BE OPENED BY THE MESSENGER/COURIER SERVICE
NOT TO BE OPENED BY THE OPENING COMMITTEE BEFORE <b>29<sup>th</sup> MAR 2013</b>
TENDERED BY THE FIRM: <PLEASE INSERT NAME OF THE TENDERER/COMPANY>

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

OPEN CALL FOR TENDER NO. <b>ENISA D-TCI-13-T01</b>
<b>“Trusted Infrastructures and Services: EU Overview”</b>
NOT TO BE OPENED BY THE OPENING COMMITTEE BEFORE <b>29<sup>th</sup> MAR 2013</b>
TENDERED BY THE FIRM: <PLEASE INSERT NAME OF THE TENDERER/COMPANY>

## 1.3 Identification of the Tenderer

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

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

### a) For private entities:

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

**b) For Individuals:**

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

**c) For Public Entities:**

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

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

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

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

Full name of organisation/company, copy of legal status, registration number, address, person to contact, person authorised to sign on behalf of the organisation (copy of the official mandate must be produced), telephone number, facsimile number, VAT number, banking details: bank name, account name and number, branch address, sort code, IBAN and SWIFT address of bank: a bank

identification form must be filled in and signed by an authorised representative of each Tenderer and his banker.

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

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

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

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

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

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

#### **1.5 Subcontracting**

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

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

The sub-contractor must not sub-contract further.

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

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

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

## **1.4 Signatures of the Tender**

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

## **1.5 Total fixed price**

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

## **1.6 Language**

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

## **1.7 Opening of the Tenders**

The public opening of received tenders will take place on **29<sup>th</sup> March 2013 at 10:00am** at ENISA Building, Science and Technology Park of Crete, GR - 70013 Heraklion, Greece.

A maximum of one legal representative per participating tenderer may attend the opening session. Tenderers shall inform the Agency in writing of their intention to attend, at least 48 hours prior to the opening session.

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

### **2.1 Reasons for Exclusion**

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

- 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 point 2.1 (see Annex III: Exclusion criteria and non-conflict of interest form). If the tender is proposed by a consortium this form must be submitted by each partner.

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

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

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

See last paragraph point 2.1.

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

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

- Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- Regulation (EC) No. 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data;
- Regulation (EC) No. 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents.

## **3. SELECTION CRITERIA**

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

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

### **3.1 Professional Information**

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

### **3.2 Financial and Economic Capacity**

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

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

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

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

If, for any valid reason, the service provider is unable to provide the references requested by the contracting authority, he may prove his economic and financial standing by any other document which the contracting authority considers appropriate, following a request for clarification before the tender expiry date.

### **3.3 Technical and professional capacity**

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

- A curriculum vita of the Tenderer, as well as of all members of the Tenderer's team, has to be included, in which the Tenderer has to make statements about (in line with Part 2 – Art 3 - Expected Skills):
- His technical knowledge and experience in the relevant technical areas (including references to projects similar to the one proposed by this tender);
- His management capability (including, but not limited to, project management in a European context and quality assurance).

## **4. AWARD CRITERIA**

### **4.1 Quality of the Offer**

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



No	Qualitative award criteria		Weighting (max. points)
1.	<b>Technical capacity and compliance</b>	Compliance with the technical descriptions and (Part 2 of this document)	20/100
2.	<b>Quality and accuracy of content and methodology</b>	Quality of the proposal and accuracy of the description and methodology proposed to provide the requested services	30/100
3.	<b>Project Team</b>	Project management and proposed structure of the team dedicated to the Services requested to be performed.	30/100
4.	<b>Experience in similar projects</b>	Quality of experience and references regarding EU TSPs and eGov portals. Appropriateness and quality of their CVs.	20/100
<b>Total Qualitative Points (QP)</b>			<b>100</b>

### Minimum attainment per criterion

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

### Minimum attainment overall

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

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

## 4.2 Price of the Offer

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

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

Offers exceeding the maximum price set in Part 2; Article 7 will be excluded. The cheapest offer will receive the maximum points and the rest of the candidate's offers will be awarded points in relation to the best offer as follows

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

where;

**PP** = Weighted price points

**PC** = Cheapest bid price received

**PB** = Bid price being evaluated

## 5. AWARD OF THE CONTRACT

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

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

where;

**QP** = Qualitative points

**PP** = Weighted price points

**TWP** = Total weighted points score

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

## 6. PAYMENT AND STANDARD CONTRACT

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

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

## 7. VALIDITY

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

## 8. LOTS

This Tender is not divided into Lots.

## 9. ADDITIONAL PROVISIONS

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

## 10. NO OBLIGATION TO AWARD THE CONTRACT

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

## 11. DRAFT CONTRACT

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

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

## 12. SPECIFIC INFORMATION

### 12.1 Timetable

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

Title: **“Trusted Infrastructures and Services: EU Overview”**

**ENISA D-TCI-13-T01**

#### Summary timetable comments

Launch of tender - Contract notice to the Official Journal of the European Union (OJEU)	<b>31 January 2013</b>	
Deadline for request of information from ENISA	13 March 2013	
Last date on which clarifications are issued by ENISA	15 March 2013	
Deadline for submission of offers	<b>19 March 2013</b>	in case of hand-delivery (17:00 local time. This deadline is fixed for the receipt of the tender in ENISA's premises)
Opening of offers	<b>29 March 2013</b>	At 10:00 Greek time
Date for evaluation of offers	<b>29 March 2013</b>	At 11:00 Greek time
Notification of award to the selected candidate	Start April 2013	Estimated
10 day standstill period commences	Mid April 2013	Estimated
Contract signature	Mid April 2013	Estimated
Commencement date of activities	As per tender	Estimated
Completion date of activities	As per tender	Estimated

# ANNEX I

## Legal Entity Form

The specific form, for either a;

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

is available for download in each of the 22 official languages at the following address:  
[http://ec.europa.eu/budget/execution/legal\\_entities\\_en.htm](http://ec.europa.eu/budget/execution/legal_entities_en.htm)

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

# ANNEX II







## **FINANCIAL IDENTIFICATION FORM**

**- SPECIMEN FOR THE TENDERER -**

(to be completed by the Tenderer)

The Tenderer's attention is drawn to the fact that this document is a sample only, and a specific form in each of the 22 official languages is available for download at the following address:

[http://ec.europa.eu/budget/execution/ftiers\\_en.htm](http://ec.europa.eu/budget/execution/ftiers_en.htm)

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

## ANNEX III

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

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

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

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

or

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

Full official name: .....

Official legal form: .....

Full official address: .....

VAT registration number: .....

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

- a) is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) has been convicted of an offence concerning professional conduct by a judgment of a competent authority of a Member State which has the force of *res judicata*;
- c) has been guilty of grave professional misconduct proven by any means which the contracting authorities can justify including by decisions of the European Investment Bank and international organisations;
- d) is not in compliance with all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established, with those of the country of the contracting authority and those of the country where the contract is to be performed;
- e) has been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity, where such activity is detrimental to the Union's financial interests;

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

➤ (*Only for legal persons other than Member States and local authorities, otherwise delete*) declares that the natural persons with power of representation, decision-making or control<sup>19</sup> over the above-mentioned legal entity are not in the situations referred to in b) and e) above;

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

<sup>19</sup> This covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares.

- g) has no conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinity, family, emotional life or any other shared interest;
- h) will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;
- i) has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to award of the contract;
- j) provided accurate, sincere and complete information to the contracting authority within the context of this procurement procedure ;
  - acknowledges that [the above-mentioned legal person][he][she] may be subject to administrative and financial penalties<sup>20</sup> if any of the declarations or information provided prove to be false.

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

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

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

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

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

.....  
Full name

.....  
Signature

.....  
Date

---

<sup>20</sup> As provided for in Article 109 of the Financial Regulation (EU, Euratom) 966/2012 and Article 145 of the Rules of Application of the Financial Regulation



## ANNEX IV

### FINANCIAL OFFER:

### “Trusted Infrastructures and Services: EU Overview”

#### ENISA D-TCI-13-T01

Please provide your financial lump sum offer.

<b>Description:</b>	Number of ‘Person days’ required for completion of project. (all phases)	<b>Your OFFER</b>
<b>Trusted Infrastructures and Services: EU Overview</b>  <i>Please provide your lump sum price for the total deliverables.</i>	P/Days	€

<b>Print name:</b> <i>(of the Tenderer or authorised representative)</i>	<b>Signature:</b>	<b>Date:</b>
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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 <sup>nd</sup> LEGAL REPRESENTATIVE (if applicable)	
<i>I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.</i>	
First name	
Last name	
Title (e.g. Dr, Mr, Mrs)	
Position (e.g. Manager, Director)	
Telephone number	
Fax number	
e-mail address	
Website	

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

# ANNEX VII Consortium form

Name of tenderer:

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

Permanent:  Legally established:  Specifically for this tender:

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

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

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

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

## ANNEX VIII Sub-contractors form

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

\* add additional lines for subcontractors if required.

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

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

## ANNEX IX Document CHECKLIST

### WHAT MUST BE INCLUDED IN THE TENDER SUBMISSION:

PLEASE TICK EACH BOX  AND **RETURN THIS CHECKLIST**

TOGETHER WITH YOUR OFFER

- 1 **Technical Offer (for each LOT you bid for)**
- 2 **Electronic copy of Technical Offer (see Part 2 – Article 9b))**
- 3 **Professional information (see Part 3 – Article 3.1)**
- 4 **Proof of financial and economic capacity (see Part 3 – Article 3.2)**
- 5 **Proof of technical and professional capacity (see Part 3 – Article 3.3)**
- 6 **Legal Entity Form<sup>21</sup> (Annex I) signed and dated**
- 7 **Financial Identification Form<sup>22</sup> (Annex II) signed and dated**
- 8 **Declaration on Honour on exclusion criteria (Annex III) signed and dated**
- 9 **Financial Offer (Annex IV) signed and dated**
- 10 **Declaration by Authorised Representative (Annex VI) signed and dated**
- 11 **Consortium form (Annex VII) signed and dated - if applicable**
- 12 **Sub-Contractors form (Annex VIII) signed and dated - 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.*

**Print name:**

**Signature:**

**Date:**

*(of the Tenderer or authorised representative)*

<sup>21</sup> If you have provided a Legal Entity form to ENISA within the previous 12 months maximum and no details have changed in the meantime, then you may provide a photocopy of this previous form.

<sup>22</sup> If you have provided a Financial Identification form to ENISA within the previous 12 months maximum and no details have changed in the meantime, then you may provide a photocopy of this previous form.