



OPEN CALL FOR TENDERS

Tender Specifications

for the provision of

“Web Hosting and Web Development services”

ENISA F-TCI-13-T17

Part 1 Introduction to ENISA

Part 2 Technical Description

Part 3 Administrative Details

Annex I	Legal Entity Form
Annex II	Financial Identification Form
Annex III	Declaration of Honour for exclusion criteria & absence of conflict of interest
Annex IV	Financial Offer form
Annex V	Draft Framework Service contract
Annex VI	Declaration by Authorised Representative
Annex VII	Consortium Form
Annex VIII	Sub-Contractors Form
Annex IX	Document Checklist

CONTENTS

PART 1 INTRODUCTION TO ENISA	4
1. CONTEXT	4
1.1 Introduction	4
1.2 Scope	4
1.3 Objectives	4
2. ADDITIONAL INFORMATION	4
PART 2 TECHNICAL SPECIFICATION	5
A. SCOPE OF THIS TENDER	5
1. OBJECTIVE AND SCOPE	6
2. OVERVIEW OF CURRENT IMPLEMENTATION	6
2.1 Domain, subdomain and URL structure.....	6
2.2 Hardware infrastructure.....	6
2.3 Software infrastructure	7
3. SERVICE REQUIREMENTS WEB HOSTING	7
3.1 General conditions for the provision of services	7
3.2 Web hosting	8
3.3 Production and acceptance test environments	8
3.4 Availability and response time	9
3.5 Backups	9
3.6 Patching and updates of servers.....	9
3.7 Testing and scanning	10
3.8 Monitoring and reporting	10
4. SERVICE REQUIREMENTS WEB DEVELOPMENT	10
4.1 Skills of web developers.....	11
4.2 Description of profiles.....	11
4.3 Software development.	13
4.4 Issue tracker	13
4.5 Bugs and issues.....	14
4.6 Requests for changes	14
4.7 Request for information and consultancy	14
4.8 Design and website structure	14
5. MIGRATION AND TRANSITION	14
6. PLACE OF WORK AND DELIVERY	14
7. TECHNICAL OFFER	15
7.1 Web hosting	15
7.2 Web development services	15
8. TENDER RESULT AND ESTIMATED CONTRACT VALUE	16
9. CONTENT AND PRESENTATION OF THE TECHNICAL OFFER	16
10. CONTENT AND PRESENTATION OF THE PRICE OFFER	16
11. DATA PROTECTION	16
12. PRICE	16
13. PRICE REVISION	17
14. COSTS INVOLVED IN PREPARING AND SUBMITTING A TENDER	17
15. PERIOD OF VALIDITY OF THE TENDER	17
16. PROTOCOL ON PRIVILEGES AND IMMUNITIES OF THE EUROPEAN COMMUNITIES	17
17. PAYMENT ARRANGEMENTS	17
18. CONTRACTUAL DETAILS	18

PART 3 ADMINISTRATIVE DETAILS.....	19
1. FORMAL REQUIREMENTS	19
1.1 Address and deadline for submission of the Tender:.....	19
1.2 Presentation of the Offer and Packaging.....	20
1.3 Identification of the Tenderer.....	20
1.4 Participation of Consortia or group of service providers	22
1.5 Subcontracting	22
1.4 Signatures of the Tender.....	23
1.5 Total fixed price.....	23
1.6 Language.....	23
1.7 Opening of the Tenders	23
2. GROUNDS FOR EXCLUSION OF TENDERERS	23
2.1 Reasons for Exclusion	23
2.2 Other reasons for not awarding the Contract.....	24
2.3 Confidentiality and Public Access to Documents.....	24
3. SELECTION CRITERIA.....	25
3.1 Professional Information	25
3.2 Financial and Economic Capacity	25
3.3 Technical and professional capacity.....	25
4. AWARD CRITERIA	26
4.1 Quality of the Offer.....	26
4.2 Price of the Offer.....	27
5. AWARD OF THE CONTRACT	27
6. PAYMENT AND STANDARD CONTRACT	28
7. VALIDITY.....	28
8. LOTS	28
9. ADDITIONAL PROVISIONS	28
10. NO OBLIGATION TO AWARD THE CONTRACT	28
11. DRAFT CONTRACT	28
12. SPECIFIC INFORMATION.....	29
12.1 Timetable	29
ANNEX I.....	30
ANNEX II.....	31
ANNEX III.....	32
ANNEX IV	34
ANNEX V	35
ANNEX VI	36
ANNEX VII	37
ANNEX VIII	38
ANNEX IX Document CHECKLIST	39

PART 1 INTRODUCTION TO ENISA

1. CONTEXT

1.1 Introduction

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

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

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

1.2 Scope

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

1.3 Objectives

The Agency's objectives are as follows:

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

2. ADDITIONAL INFORMATION

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

PART 2 TECHNICAL SPECIFICATION

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 Specification outlined below.

Subject of the tender	Maximum budget
Web Hosting and (Plone) Web Development services	<p>A total of €365,000.00 for both Hosting and Web Development services over the maximum possible period of 4 years</p> <p>PLEASE NOTE: <i>A maximum of €65,000.00 can be attributed to the Web hosting services over the possible 4 year period – including the costs of the one-off 'Migration'</i></p>

1. OBJECTIVE AND SCOPE

This tender procedure is for the procurement of dedicated (Plone) Web Development and Web Hosting services for ENISA's main website and several ENISA portal sites.

ENISA uses various digital communication channels. The ENISA website is an important communication tool to get its message across to government organizations, businesses and citizens across Europe. The scope of this tender includes ENISA's main website (www.enisa.europa.eu) and several ENISA portal sites, i.e. extranets dedicated to specific user groups (for example, working groups, groups of stakeholders, etc.) collaborating with ENISA.

Both the website and the portals are based on the Plone Content Management System; therefore prospective tenderers should demonstrate experience and have in-depth knowledge of CMS platforms and Plone in particular. Given the nature of ENISA's work / focus (cyber security), the security of the websites is crucial and security should receive maximum attention.

Note that prospective tenderers are allowed to work with subcontractors, for example for the web hosting. In that case the tenderer should provide the details about such sub-contracting in their proposal.

2. OVERVIEW OF CURRENT IMPLEMENTATION

2.1 Domain, subdomain and URL structure

The main ENISA website is at <http://www.enisa.europa.eu>. The website is a Plone CMS instance.

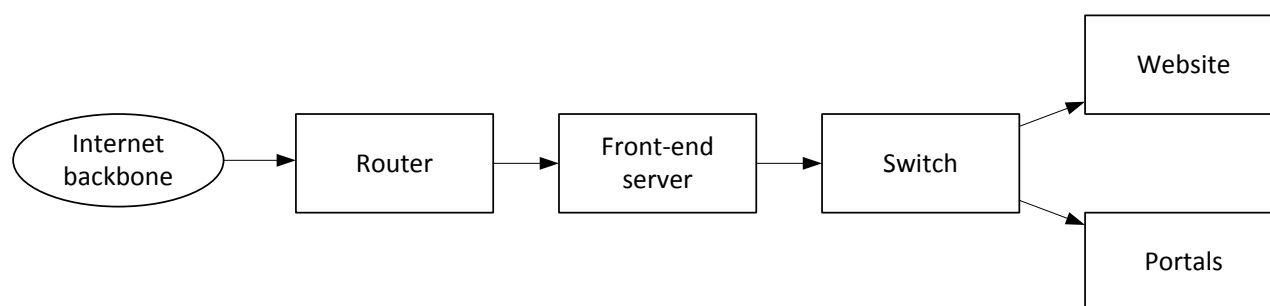
On a separate webserver there are two portal sites. They are two Plone CMS instances reachable via <http://mportal.enisa.europa.eu>, and <http://resilience.enisa.europa.eu>. The former is referred as 'the management board portal' and the latter as 'the exercises portal' or the 'resilience portal'.

There are two legacy websites reachable via <http://bcm-inv.enisa.europa.eu> and <http://rm-inv.enisa.europa.eu>. These two legacy websites are hosted on the same server as the portals.

The websites and portals are accessible via IPv6 and IPv4 and use mostly HTTPS and sometimes HTTP.

2.2 Hardware infrastructure

There are three servers hosting the ENISA website and portals: a frontend webserver, a server for the main website and a server for the portals. The set-up is depicted in the following diagram:



The 3 servers are identical (frontend, website and portals). The server architecture is as follows:

- Quad Core processors, CPU frequency 2.40GHz, 64bit chipset architecture
- 16 GB RAM
- 300GB SATA HDD in RAID 1
- 2 GBit NIC internet connections

The total storage space used by ENISA:

- For ENISA website: 26GB website
- For portal sites: 11 GB.

2.3 Software infrastructure

The website and portal servers are using the following software:

- Apache
- varnish
- pound
- Plone
- CMF
- Zope
- Python
- PIL

3. SERVICE REQUIREMENTS WEB HOSTING

In this section we define the minimum service requirements regarding the webhosting services.

The tenderer should elaborate in its proposal how each of these requirements will be implemented.

Important notice: Hosting services are restricted to the European Union area and may not be transferred outside the EU (e.g. backup datacentre)

3.1 General conditions for the provision of services

In this section we describe the service requested. They should be understood as the minimum service requirements. The tenderer is allowed to propose more or higher service levels in their offer. In that case, should the proposal be accepted, the tenderer will be bound to its proposal of higher service levels (and the tenderer cannot afterwards refer to the minimum requirements as set out in this section).

We allow proposals including alternative solutions to any of the detailed technical requirements presented in this tender, provided that the tenderer explains that this would yield at least a comparable service level.

3.2 Web hosting

The tenderer should provide hosting. The tenderer may offer web-hosting via a sub-contractor. The proposal should be clear about which services are being sub-contracted. As a minimum the following should be provided:

- Separate hosts for the website and the portals – both servers should have quad core processors and 16GB of RAM. Both hosts should have 300 GB of ROM for data storage.
- Both servers must be able to offer HTTP and HTTPS connection and must be reachable using both IPv4 and IPv6.
- Servers should have streaming audio and video capabilities.
- Direct connection to a major internet backbone.
- Adequate physical and environmental protection of the servers, and the software and data on these servers, such as fire detection, automatic fire extinguishers, burglary alarms or guards.
- Adequate (logical) access control mechanisms to prevent unauthorized access.
- Adequate security measures to address and prevent cyber-attacks, such as for example, firewalls, intrusion detection systems, anomaly detection, DoS protection, etc.
- Adequate screening of staff (security clearances, background checks, where relevant), and adequate training of staff.
- Redundant physical infrastructure to allow for business continuity in the face of local natural disasters (floods, power cuts, fire, etc.). In other words, a second, physically distant, site should be in use or available in case of need. It should be possible to restore backups in such a way that in case of a disaster the website and portals can be restored online within 24 hours.
- Daily backups of the infrastructure to cater for a restore to a point in time; at most 24 hours in the past.
- 24/7 support to respond to critical issues with the webhosting environment.

The technical details of the hosting services provided should be elaborated in the tenderer's proposal and in particular the above-mentioned topics should be addressed.

Whether or not the web hosting is provided in-house or outsourced, the relevant profile(s), for instance the System Administrator, should be provided. A detailed description of the company which will undertake the web hosting is required in case it is outsourced. It would be advantageous if the candidate company has, or collaborates with, web usability experts

3.3 Production and acceptance test environments

The contractor should provide two separate environments: a production environment (referred to as P) and a test environment (referred to as T). The tenderer is responsible for making sure that the two environments are identical in terms of software and hardware.

The test environment will be used by ENISA to check and test changes and bug fixes before deploying them in the production environment. The test environment will also be used by ENISA to run intrusive tests, like vulnerability scans, and performance/load tests.

Logical access to the test environment should be restricted to designated IP addresses.

3.4 Availability and response time

Below we define the minimum service levels for availability and response time:

- A minimum availability of 99.0 % must be guaranteed. Availability is to be measured monthly as the number of total available hours divided by the measurement period.
- Planned downtime must be agreed with ENISA at least 3 days prior to the scheduled date, and should be scheduled between 2000 CET and 0600 CET. Planned downtime should not exceed two hours per month. For urgent cases, direct contact with ENISA must be made via telephone to the assigned ENISA contact person (or his/her backup) beforehand.
- Average response time for all pages should be less than 3 seconds.

The contractor should measure and report about availability and response times (see Monitoring and reporting). The measurement of response time should be done in such a way that measurement is representative for normal usage, for example using a probe located in another city or country. Measurements should reveal the average response time

The contractor should report about these measurements in the monthly reports (see Monitoring and reporting).

3.5 Backups

Below we define the minimum backup requirements:

- Daily backups must be made and kept for 8 days.
- Weekly backups must be made and kept for 35 days.
- Monthly backups must be made and kept for 6 months.
- Backup restore requests should be handled within a maximum of 12 hours.

The contractor should test backups regularly by testing the backup restore procedure. The contractor should report about success or failure of these tests in monthly reports (see Art. 3.8 Monitoring and reporting).

3.6 Patching and updates of servers

Below we define the requirements around patching and updates of servers.

Critical system updates and security patches must be deployed within 12 hours of their public release. ENISA should be notified prior to each update or patch.

The contractor should report about deployed updates and patches in the monthly reports (see Art. 3.8 Monitoring and reporting).

3.7 Testing and scanning

Below we define the requirements around testing and scanning:

- The contractor should periodically test for dead links across the website and portals
- The contractor should carry out vulnerability scans periodically, to identify software vulnerabilities in the deployed operating systems or applications. The results of these scans must be reported to ENISA within 5 working days. Serious vulnerabilities should be reported to ENISA immediately.
- Independent vulnerability scans will be performed by ENISA annually in consultation with the contractor.
- The contractor should perform load or performance tests periodically.

The contractor should report about the results of these tests and scans in the monthly reports (see Art. 3.8 Monitoring and reporting).

3.8 Monitoring and reporting

The contractor should monitor service levels continuously and report about them monthly. The service level reports should address the following items – for the website and the portals separately:

- Overall availability
- Average response time during the day (hourly averages)
- Average response time per day
- 404 responses (page not found) per day
- Number of page hits per day.
- Tests
- Dead links
- Security scan results,
- Load test results
- Backups restore test results

Alternatively, the tenderer could offer a dashboard, instead of using monthly reports.

4. SERVICE REQUIREMENTS WEB DEVELOPMENT

Web development will be requested on a case-by-case basis. ENISA will provide a functional or technical specification of the change needed. The tenderer is then expected to provide a quotation of the amount of work needed (in person hours), a timeline for delivery, and the total costs.

Given the nature of the agency's work/focus, it is of paramount importance that this environment remains as secure as possible at all times. The successful contractor should ensure and monitor that the website is accessible (at least) from the following devices, platforms and browsers: iPhones, Androids, BlackBerrys, Windows phones, iPads, Kindle Fires, Internet Explorer 7-9, Google Chrome, Safari, Firefox and Opera. Requirements set in Art. 3.4 refer to all the above devices, platforms and browsers.

Service requirements specified in the previous Section 3 should be met by the contractor wherever applicable to web development and software, e.g. patching, backups, testing and scanning, monitoring and reporting, availability and response time.

4.1 Skills of web developers

Developers should have expertise and experience in programming Python, HTML and JavaScript.

The website and portals currently use Plone, Zope, Apache, Varnish, Pound Load balancer and SVN. The tenderer should demonstrate experience in these tools and applications. ENISA may want to explore the possibility of using another Plone-related technology (for example a different CMS). Additional experience with other (widely used) platforms will be considered advantageous.

4.2 Description of profiles

This is an indicative list of the requested profiles for web development services. Whilst not mandatory, any profiles provided which are not at the levels suggested below will be evaluated and points awarded accordingly.

1. Project Manager

Nature of the tasks	<ul style="list-style-type: none"> • Project management including proposals for project strategies, planning, definition of tasks and deliverables, review of project deliverables, quality control, risk analysis and management, project status reports, problem reporting and management systems, follow up and organization. • Provide effective leadership for the project team ensuring that team members are motivated and constantly developing their skills and experience. Be in-charge of project activities and review deliverables. • Participate in functional and technical working groups and progress meetings. • Estimate and monitor costs, timescales and resource requirements for the successful completion of each project to agreed terms of reference. • Prepare and maintain project and quality plans and tracks activities against the plan, provide regular and accurate reports.
Education & Experience	<ul style="list-style-type: none"> • University degree • Minimum 4 years' experience in IT Project Management. Practical experience with software development life-cycle. • Proven experience with quality procedures.
Knowledge and skills	<ul style="list-style-type: none"> • Project management and leadership. • Usage of project management office tools (e.g. Agile, MS Project or equivalent). • In depth technical knowledge of the project's main aspects and general technical knowledge on the other aspects touched by the project. • Usage of methods and techniques for reporting. • Ability to give presentations. • Participate in meetings and give status report presentations, be a good communicator. • Capability of integration in an international/multi-cultural environment. • Excellent English language knowledge is mandatory.

2. Analyst

Nature of the tasks	<ul style="list-style-type: none"> Analyse requirements and transform them into technical specifications Consultancy studies in a specific technical domain regarding information systems. Production of use case models, software architecture documentation. Provide expertise in a specific technical domain regarding information systems. Technical evaluations and provide expertise on integration of IS into the working environment. Able to draft all the required documentation.
Education & Experience	<ul style="list-style-type: none"> University degree in a relevant subject Minimum 4 years in IT. Minimum 3 years' experience in technical analysis tasks, as well as experience in working with Plone-related methodologies and technologies Experience in analysis and programming, databases and web application development.
Knowledge and skills	<ul style="list-style-type: none"> Knowledge of international standards like W3C, WAI and IPG(desirable) standards Conceptual understanding of content structuring, storage, access and presentation elements. Strong interest in follow-up of trends in web development. Ability to participate in multi-lingual meetings Good communicator. Excellent English language knowledge is mandatory.

3. Developer

Nature of the tasks	<ul style="list-style-type: none"> Development of web-enabled applications. Creating/maintaining web applications. Development of front-end and back-end systems including database development tasks
Education & Experience	<ul style="list-style-type: none"> University degree in a relevant subject followed by 3 years of experience, or secondary education followed by 6 years of experience in the field Minimum 3 years in IT.
Knowledge and skills	<ul style="list-style-type: none"> Strong interest in follow-up of trends in web development. Very good knowledge of the English language is required.
Experience	<ul style="list-style-type: none"> Minimum 2 years web development and database experience, plus in working with Plone-related technologies.

4. Graphical Interface Designer

Nature of the tasks	<ul style="list-style-type: none"> • Design and Development of user interfaces. • Programming of the graphical user interface. • Knowledge of human computer interaction in Information systems and ergonomic aspects. • Definition and creation of the graphical layout of web pages, prototyping. • Creation of graphical elements to be included in web pages.
Education & Experience	<ul style="list-style-type: none"> • Course on web design at University, or at a specialized institute/school followed by 3 years of experience. • Minimum 3 years of experience in the above tasks.
Knowledge and skills	<ul style="list-style-type: none"> • Aware of the fast changing technologies used in graphical web design. • Knowledge of ergonomics regarding man/machine interfacing • Strong interest in follow-up of trends in web design. • Knowledge of international standards like W3C, WAI and IPG(desirable) standards • Very good knowledge of the English language is required.

The minimum number of CVs requested per profile is presented below:

ID	Profile	
1	Project Manager	1 CV
2	Analyst	1 CV
3	Developer*	2 CVs
4	Graphical Interface Designer	1 CV

*At least one of the two developers should be at senior level, i.e. more than 3 years of experience in web development and database experience, as well as in working with Plone-related technologies.

4.3 Software development.

Software development should be documented and new code, or new features should be deployed first in the test environment.

The contractor is expected to make sure that the documentation of functionality of the website is updated.

4.4 Issue tracker

Purchase orders will be periodically issued for general development services. Within this legal framework, the contractor is expected to operate a ticketing system to register bug reports, change requests, requests for information, and so on.

Each ticket, together with approval provided by the ENISA responsible person, shall be referred to in the ensuing invoice, which may be partly or fully issued against the amount of the Purchase Order, depending on the mutually agreed periodicity of invoicing.

The tenderer is free to suggest a regular invoicing period, however the Agency would suggest either bi-monthly or quarterly invoicing, in order to reduce administrative burden on both sides.

4.5 Bugs and issues

The contractor should respond to bug reports at the latest on the next working day.

4.6 Requests for changes

The contractor should respond to change requests at the latest within 3 working days. The specific response time per type of request or incident will be further defined in the Service Level Agreement (SLA) according to the urgency of the latter.

4.7 Request for information and consultancy

The contractor may be asked to provide consultancy services on the feasibility of implementing various ideas put forward by the ENISA staff.

The contractor should respond to requests for information within 5 working days.

4.8 Design and website structure

The contractor may be asked to provide advice and technical support in improving ENISA's website and portals (for instance to improve the websites structure). The contractor should have (or collaborate with) skilled designers, architects and web usability experts to respond to such requests.

ENISA anticipates changing the website's information structure and design in the short-term. It would therefore be considered advantageous if tenderers are able to demonstrate expertise in this respect.

5. MIGRATION AND TRANSITION

- The contractor is required to migrate the website and portals from the existing hosting environment to the new environment. It is expected that this migration should not take longer than one month.
- The tenderer shall provide a one-off costing for this migration, to be scheduled for the first year of the contract, separately from the normal hosting costs (see Annex IV Financial Offer form).
- Towards the end of the contract, the contractor will be required to provide ENISA recent backups of data and copies of the source code or binaries, together with a manual that explains how the website and portals can be set-up and operated in a new environment.
- At the end of the contract the contractor is expected to facilitate the handover of the data and the source code and binaries to a new contractor or to a new environment, depending on the needs of ENISA. This could require parallel running of the website on the contractor's infrastructure and on another infrastructure.

6. PLACE OF WORK AND DELIVERY

The implementation of the services will be undertaken at the contractor's premises.

One face-to-face kick off meeting between ENISA and the contractor will be held at ENISA's premises (either Heraklion, or Athens). Travel and subsistence costs for this meeting should be

fully taken into account when providing your financial offer.

All other meetings between ENISA and the contractor can be made by using video conference systems, telephone or e-mail.

7. TECHNICAL OFFER

In this section we explain what ENISA expects to see in the technical offer responding to this tender. In general ENISA expects the tenderer to explain how the above mentioned requirements are going to be met by the tenderer.

7.1 Web hosting

The tenderer should provide a full description of the web hosting infrastructure, including technical details about how the detailed requirements are being met (physical security measures, physical redundancy, etc.), see Articles 3.1 until 3.8.

7.2 Web development services

- Description of your company and how requirements in Section 4 are met.
- Up to 5 recent projects that show relevant expertise and experience in developing similar websites or portals.
- Up to 5 recent projects in developing similar Plone-based websites (if the above-mentioned projects do not involve Plone).
- The project team responsible for delivering the services, indicating the project manager and/or the technical experts that will be involved.
- CV's (of max 3 pages) of members of the project team, clearly indicating their relevant experience in the Plone (and other platforms) web development field.
- Description of how you intend to deliver these services, addressing issues such as testing of new features, automated deployment in the test environment, automated deployment in the production environment, test data to test resolved bugs in the test environment and delivery of documentation.
- Brief project plans, and estimation of man hours and budget, for fulfilling 3 change request scenarios:

Scenario 1: Currently vacancies are published on ENISA's website. Suppose ENISA made the following change request: Replace the PDF forms with online forms, allowing candidates to fill in their data in online forms – without creating separate Plone user accounts for the candidates. Allow candidates to fill in rich-text fields using Plone's tinyMCE editor. The recruitment website should send emails to a designated email address each time a candidate makes an application. At the end of the procedure the HR office should have all the applications of all the candidates in a single spreadsheet.

Scenario 2: Upgrade the ENISA website and portals (4) to the latest Plone version.

Scenario 3: The page for ENISA images <http://www.enisa.europa.eu/media/news-pictures> should be updated and include a photo gallery similar to this: <http://www.eea.europa.eu/pressroom/pictures>.

8. TENDER RESULT AND ESTIMATED CONTRACT VALUE

This tender procedure will conclude with the award of a Framework Service contract.

The contract value without this being binding for ENISA is limited¹ to **three hundred and sixty five thousand Euros (€365,000.00) over a maximum possible period of 4 years**, for all services requested in this tender.

It is expected that a minimum of three hundred thousand Euros (€300,000.00) will be made available for 'Web Development services', while no more than sixty five thousand Euros (€65,000.00) should be assigned to 'Web Hosting services' over the maximum 4 year period.

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 Technical Specification. (See Annex IX for the Documents Check list)

10. CONTENT AND PRESENTATION OF THE PRICE OFFER

The Financial offer must be drawn up using the **Financial Offer form (see Annex IV)**. In order to be valid, it must be duly filled in, dated, stamped, and signed by the authorized person

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.

¹ Please note that depending on budget availability and the needs of the contracting authority, the maximum amounts stated above can be increased by up to 50% in accordance with Articles 134(1)(e) and (f) of the Rules of Application of the Financial Regulation

13. PRICE REVISION

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

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

This revision shall be determined by the trend in the Consumer Price Index (CPI) covering Greece.

Revision shall be calculated in accordance with the following formula:

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

where

Ar = revised total amount;

Ao= total amount in the original tender;

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

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

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 Framework Service Contract for **Web Hosting services** will be done based on the Specific Contract signed each year for a 12 (twelve) month period. The set amount per year shall be invoiced in equal amounts on a quarterly basis (every 3 months) in arrears. The first invoice for hosting services (plus the one-off migration cost) will therefore be due 3 months after the date of signature of the specific contract by ENISA.

Payments under the Framework Service Contract for **Web development services**, following the issue of specific purchase orders, shall be carried out subject to approval of the Services by ENISA within 30 (thirty) days after an invoice is submitted to ENISA. Payment will be made after receipt and approval of the deliverables by ENISA. An invoice must specify the specific deliverables covered as detailed in the Purchase Order and/or the ticket raised and approved by ENISA under the Purchase Order. Time sheets should be submitted as appropriate.

18. CONTRACTUAL DETAILS

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

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

The tender will conclude, valid as of the date of the last signature, with a one-year Framework Service contract, tacitly renewable on a yearly basis for a maximum of four years.

For the **Web Hosting services**, a Specific Contract shall be concluded on a yearly basis, renewable upon agreement by both parties.

For the **Web Development services**, all services shall be ordered via ENISA Purchase Orders. For each service request, there must be a written quotation provided by the contractor and a written approval by ENISA to provide the services based on the quotation provided. For the purposes of this written communication, emails (preferably) or fax shall be used.

The Agency reserves the right to end the contract at any time, without any obligation to invoke the reason for it, at one months' notice.

The Tenderer's offer must be drafted taking fully into account the provisions of the draft Framework Service contract annexed to this call for tenders (See draft contract, in Annex V).

Please note that the general conditions of our standard 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 **02nd September 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 **02nd September 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 Union Agency for Network and Information Security (ENISA) For the attention of: The Procurement Officer PO Box 1309 71001 Heraklion Greece	Or	European Union Agency for Network and Information Security (ENISA) For the attention of The Procurement Officer Science and Technology Park of Crete (ITE) Vassilika Vouton 70013 Heraklion Greece

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

1.2 Presentation of the Offer and Packaging

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

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

OPEN CALL FOR TENDER NO. ENISA F-TCI-13-T17
“ Web Hosting and Web Development services ”
NOT TO BE OPENED BY THE MESSENGER/COURIER SERVICE
NOT TO BE OPENED BY THE OPENING COMMITTEE BEFORE 12th SEPT 2013
TENDERED BY: <YOUR COMPANY NAME>

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

OPEN CALL FOR TENDER NO. ENISA F-TCI-13-T17
“ Web Hosting and Web Development services ”
NOT TO BE OPENED BY THE OPENING COMMITTEE BEFORE 12th SEPT 2013
TENDERED BY: <YOUR COMPANY NAME>

1.3 Identification of the Tenderer

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

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

a) For private entities:

- A legible copy of the instrument of incorporation or constitution, and a copy of the statutes, if they are contained in a separate instrument, or a copy of the notices of such constitution or incorporation published in the national or other official journal, if the legislation which applies to the Tenderer requires such publication.

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

b) For Individuals:

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

c) For Public Entities:

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

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

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

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

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

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 or group of service providers

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.

Tenderers submitting joint bids shall describe how their cooperation will be organised in order to perform the tasks specified in the Technical Specifications or Terms of Reference.

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 selection criteria for economic and financial capacity will be assessed in relation to each economic operator individually. However, economic and financial criteria that shall be achieved above a certain minimum threshold (as specified in the selection criteria mentioned below) will be assessed in relation to the consortium or group of companies as a whole.

1.5 Subcontracting

Any intention to subcontract part of the contract must be clearly stated by the tenderer in their technical offer and by completing Annex VIII 'Subcontractors form'. Tenderers must indicate the maximum percentage of the contract they intend to subcontract and the identity of those subcontractors they intend to work with whose intended share of the contract is above 10% of the total contract amount, and clearly state the nature of their links to those subcontractors.

Offers involving subcontracting will be assessed as follows:

- The exclusion criteria (see article 2.1 below) of all identified subcontractors whose intended share of the contract is above 10% will be assessed. The 'Declaration of Honour with respect to the Exclusion Criteria and Absence of Conflict of Interest' included as Annex III, duly signed and dated, stating that the subcontractor is not in one of the exclusion situations, must be provided by each identified subcontractor.
- Where the tenderer relies on the economic, financial, technical and professional capacity of the identified subcontractor(s) to meet the selection criteria, subcontractors shall be treated as if they were partners in a consortium or a group of companies for the purposes of the

evaluation of the selection criteria, and therefore, they shall provide proof of economic, financial, technical and professional capacity as well (see articles 3.1 to 3.3 below).

The sub-contractor must not sub-contract further.

If the identity of the subcontractor 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 subcontractor 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 **12th September 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 shall be furnished by the following documents and minimum requirements:

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

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

- (b) A statement of the average turnover of the last two (2) financial years for which accounts have been closed. The minimum annual average turnover of the tenderer shall be of 100,000.00 EUR. In case of a consortium, the annual average turnover for each of the partners shall be presented. The sum of the annual average turnovers of each partner will be taken into account to reach the annual average turnover of 100,000.00 EUR.

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

3.3 Technical and professional capacity

These criteria relate to the Tenderer's or subcontractor's skill, efficiency, experience, reliability and similar circumstances. Tenderers are required to prove that they have sufficient technical and professional capacity to perform the contract by presenting the following documentation:

- Detailed description of the resources (hardware & software) to be made available for this contract, subject to the contractual clause on subcontracting;
- Curriculum Vitae (CV) of the project manager and other staff related to the provision of services requested;
- Quality control and assurance methodology;
- List of the main hosting services performed in the past 3 years, with details of the values, dates and public or private recipients enclosing, where possible, documents concerning reliability and efficiency of the services performed issued by the beneficiaries of the service;
- List of the main development services performed in the past 3 years based on the Plone platform as well as other platforms, with details of the values, dates and public or private recipients enclosing, where possible, documents concerning reliability and efficiency of the services performed issued by the beneficiaries of the service.

4. AWARD CRITERIA

4.1 Quality of the Offer

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

No	Qualitative award criteria		Weighting (max. points)
1.	Technical compliance	Compliance with the technical requirements (Part 2 of this document)	40
2.	Quality and accuracy of content and structure	Quality of the proposal and accuracy of the description to provide the requested services	25
3.	Project Team	Proposed team dedicated to the services and project management.	35
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

Tenderers must provide prices (in Euro) in **each blank box** as shown in Annex IV – ‘Financial Offer form’ – failure to provide a price in each box may lead to exclusion of your offer.

The total bid price ratio ‘**P_B**’ will be calculated using the following formula and weightings:

$$P_B = [(P_{HC} / P_{HT}) \times 20] + [(P_{SC} / P_{ST}) \times 40] + [(P_{DC} / P_D) \times 40]$$

where:

- P_H** = Hosting cost
- P_M** = Migration cost
- P_D** = Web Development cost
- P_{ST}** = Total Scenario cost [(S₁ + S₂ + S₃) x P_D]
- P_{SC}** = Cheapest P_{ST}
- P_{HT}** = Hosting and Migration cost (P_H + P_M)
- P_{HC}** = Cheapest P_{HT}
- P_{DC}** = Cheapest P_D

5. AWARD OF THE CONTRACT

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

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

Where;

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

In case the successful tenderer is unable to sign the contract for any 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 Framework Service Contract will be proposed to the selected candidate. A draft copy of which is included as Annex V to this tender.

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

12. SPECIFIC INFORMATION

12.1 Timetable

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

Title: **“Web Hosting and Web Development services”**

ENISA F-TCI-13-T17

Summary timetable comments

Launch of tender - Contract notice to the Official Journal of the European Union (OJEU)	8 July 2013	
Deadline for request of information from ENISA	27 August 2013	
Last date on which clarifications are issued by ENISA	29 August 2013	
Deadline for submission of offers	2 September 2013	in case of hand-delivery (17:00 local time. This deadline is fixed for the receipt of the tender in ENISA's premises)
Opening of offers	12 September 2013	At 10:00 Greek time
Date for evaluation of offers	12 September 2013	At 11:00 Greek time
Notification of award to the selected candidate + 10 day standstill period commences	late Sept 2013	Estimated
Contract signature	October 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;

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

is available for download in each of the 22 official languages at the following address:
http://ec.europa.eu/budget/execution/legal_entities_en.htm

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

ANNEX II

FINANCIAL IDENTIFICATION FORM

- SPECIMEN FOR THE TENDERER -

(to be completed by the Tenderer)

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

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



FINANCIAL IDENTIFICATION

PRIVACY STATEMENT http://ec.europa.eu/budget/library/contracts_grants/info_contracts/privacy_statement_en.pdf

ACCOUNT NAME

ACCOUNT NAME	<input type="text"/>	
ADDRESS	<input type="text"/>	
TOWN/CITY	POSTCODE	<input type="text"/>
COUNTRY	<input type="text"/>	

The name or title under which the account has been opened and not the name of the account holder

CONTACT	<input type="text"/>	
TELEPHONE	FAX	<input type="text"/>
E-MAIL	<input type="text"/>	

BANK

BANK NAME	<input type="text"/>	
BRA NCH ADDRESS	<input type="text"/>	
TOWN/CITY	POSTCODE	<input type="text"/>
COUNTRY	<input type="text"/>	
ACCOUNT NUMBER	<input type="text"/>	
IBAN	<input type="text"/>	

If the IBAN Code (International Bank Account Number) is applied in the country where your bank is situated

REMARKS:

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 control² 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]:

² 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 penalties³ 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

³ 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:

Web Hosting and Web Development services

F-TCI-13-T17

Description:	Your offer
Provision of Dedicated Web Hosting Services <i>Please provide your lump sum price for the provision of the abovementioned services PER YEAR.</i>	€ per year (P _H)
Migration of ENISA website and portals to your infrastructure <i>Please provide your one-off lump sum price for the provision of the abovementioned services</i>	€ one-off cost (P _M)
Provision of web development services: <i>Please provide an Hourly rate</i>	€ Hourly rate (P _D)

Scenarios	Number of 'Person hours' required
Scenario 1 Vacancies should be updated to include one more field named "description". Description will be a free text field with tinymce editor enabled. A new vacancy type called "interim agents" should also be added: (http://www.enisa.europa.eu/recruitment)	Hours (S ₁)
Scenario 2 Upgrade the ENISA website and portals (4) to the latest Plone version.	Hours (S ₂)
Scenario 3 The page for ENISA images: (http://www.enisa.europa.eu/media/news-picture) should be updated and include a photo gallery similar to this: (http://www.eea.europa.eu/pressroom/pictures)	Hours (S ₃)

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

Print name:
(of the Tenderer or authorised representative)

Signature:

Date:

ANNEX V

Model Framework 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:	

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**
- 2 **Professional information** (*see Part 3 – Article 3.1*)
- 3 **Proof of financial and economic capacity** (*see Part 3 – Article 3.2*)
- 4 **Proof of technical and professional capacity** (*see Part 3 – Article 3.3*)
- 5 **Legal Entity Form**⁴ (*Annex I*) *signed and dated*
- 6 **Financial Identification Form**⁵ (*Annex II*) *signed and dated*
- 7 **Declaration on Honour on exclusion criteria** (*Annex III*) *signed and dated*
- 8 **Financial Offer** (*Annex IV*) *signed and dated*
- 9 **Declaration by Authorised Representative** (*Annex VI*) *signed and dated*
- 10 **Consortium form** (*Annex VII*) *signed and dated - if applicable*
- 11 **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)

⁴ 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.

⁵ 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.