

Procurement Documents

Publication Reference: EASA.2022.HVP.03

**Title of Contract: Cybersecurity and other
Emerging Risks Platform**

The European Union Aviation Safety Agency (hereinafter “EASA”, “the Agency” or “the Contracting Authority”) is planning to award the public contract referred to above.

The procurement documents consist of:

- Part I - Invitation to Tender
- Part II - Tender Specifications (including all its annexes)
 - Part III - Draft Contract

Procurement Documents

Part I

Invitation to Tender

Invitation to Tender

The European Union Aviation Safety Agency (hereinafter referred to as “EASA”, “the Agency” or “the contracting authority”) is planning to award the contract resulting from the above procurement procedure. The procurement documents consist of the contract notice (Supplement to the Official Journal of the European Union (OJS)) and the present procurement documents (I. Invitation to Tender, II. Tender Specifications and its annexes & III. Draft Contract).

The purpose of this call for tender and any additional information necessary to submit an offer can be found in Part II - tender specifications.

Tenderers should note however the following important points concerning the submission of a tender and its implications:

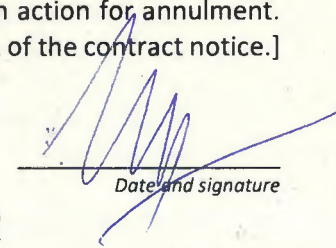
1. Tenders must be submitted electronically as scanned documents and respect the instructions provided in Section 1.7 - Submission of Tenders (Part II - tender specifications).
2. Tenders must be submitted no later than the time limit indicated in Section 1.3 – Timetable (Part II - tender specifications).
3. Tenderers must ensure that their tenders are signed by an authorised representative and that tenders are perfectly legible so that there can be no doubt as to words or figures.
4. Tenderers must ensure that the tenders they submit contain all the information and the documents required by the contracting authority at the time of submission as set out in the procurement documents.
5. The period of validity of the tender, during which tenderers may not modify the terms of their tenders in any respect, is indicated in Section 1.9 - Period during which tenders are binding.
6. The submission of a tender implies acceptance of all the terms and conditions set out in the contract notice, this invitation, in the tender specifications and in the draft contract and, where appropriate, waiver of the tenderer’s own general or specific terms and conditions. It shall be binding on the tenderer to whom the contract is awarded for the duration of the contract.
7. All costs incurred in preparing and submitting tenders shall be borne by the tenderers and cannot be reimbursed.
8. Contacts between EASA and tenderers are prohibited throughout the procedure save in exceptional circumstances as described in Section 1.10 – Contacts between EASA and tenderers, (Part II - tender specifications).
9. This invitation is in no way binding on EASA. EASA’s contractual relationship commences only upon signature of the contract with the successful tenderer.
10. Up to the point of signature, EASA may cancel the award procedure, without the tenderers being entitled to claim any compensation. This decision must be substantiated and the candidates or tenderers notified.
11. Once EASA has opened the tender, it becomes its property and it shall be treated confidentially. Consequently tenderers shall have no right to have their tenders returned to them.
12. Tenderers will be notified of the outcome of this procurement procedure by e-mail only. The notification will be sent to the e-mail address provided in the tender for the tenderer (group leader in case of a joint tender).

The same e-mail address will be used by the contracting authority for all other communication with the tenderer. It is the tenderer's responsibility to provide a valid e-mail address and to check it regularly.

13. If processing a reply to the invitation to tender involves the recording and processing of personal data (such as name, address and CV), such data will be processed pursuant to Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC¹. Unless indicated otherwise, any personal data will be processed solely for evaluation purposes under the call for tenders by the data controller as identified in the draft contract (Part III Procurement Documents). Details concerning the processing of your personal data are available in the privacy statement (No 54) at: <https://www.easa.europa.eu/data-protection>.

If you would like to exercise your rights under Regulation (EU) 2018/1725, or if you have comments, questions or concerns, or if you would like to submit a complaint regarding the collection and use of your personal data, you can contact the data controller at tenders@easa.europa.eu by explicitly specifying your request.

14. The tenderer's personal data may be registered in the Early Detection and Exclusion System (EDES) if the tenderer is in one of the situations mentioned in Article 136 of the Financial Regulation². For more information, refer to the Privacy Statement at: http://ec.europa.eu/budget/explained/management/protecting/protect_en.cfm
15. Tenderers may submit any observations concerning the procurement procedure to the contracting authority using the contact details under Section I.1 of the contract notice. If tenderers believe that there is maladministration, they may lodge a complaint to the European Ombudsman within two years of the date when they become aware of the facts which form the basis for the complaint (see <http://www.ombudsman.europa.eu>).]
16. Within two months of notice of the outcome of the procedure (award decision), tenderers may launch an action for its annulment. Any request tenderers may make and any reply from the contracting authority, or any complaint for maladministration, will have neither the purpose nor the effect of suspending the time-limit for launching an action for annulment nor open a new period for launching an action for annulment. The body responsible for hearing annulment procedures is indicated in Section VI.4.1 of the contract notice.]


Date and signature

- 9. MRZ. 2022

Patrick KY
Executive Director

¹ Regulation (EU) 2018/1725 of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (OJ L 295/39, 21.11.2018)

² Regulation (EU, Euratom) No 1046/2018 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, repealing Regulation (EC, Euratom) No 966/2012 (OJ L 193 of 30.07.2018, p. 1).

Procurement Documents

Part II

Tender Specifications

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1 Overview of this Tender

1.1 Introduction to EASA

The European Union Aviation Safety Agency, (hereinafter “EASA”, “the Agency” or “the Contracting Authority”), is an agency of the European Union, which has been given specific regulatory and executive tasks in the field of aviation safety. The Agency constitutes a key part of the European Union’s strategy to establish and maintain a high uniform standard of safety and environmental protection in civil aviation at European level. Further information can be found on the [Agency's Website](#)³.

1.2 Description of the Contract

The services/supplies required by EASA under the contract to be potentially awarded as a result of this call for tenders are described in the **Technical Specifications in section 2** of the present tender specifications.

1.3 Timetable

Summary timetable	Date	Comments
Deadline for addressing requests for clarification to EASA	11 April 2022 12:00 h*	
Last date on which clarifications are issued by EASA	13 April 2022 12:00 h*	Tenderers are advised to check the eTendering website https://etendering.ted.europa.eu/cft/cft-display.html?cftId=10447 on a regular basis for possible updates and/or clarifications.]
Time limit for Receipt of Tenders	25 April 2022 12:00 h*	Tenderers are advised to carefully read the instructions in section 1.7 about eSubmission.
Opening Session Online meeting using Cisco WebEx	26 April 2022 10:00 h*	See section 1.11 for further information regarding the Opening Session.
Completion Date for Evaluation of Tenders	May/June 2022	Estimated
Signature of Contracts	July 2022	Estimated

*Cologne Local Time

³ <https://www.easa.europa.eu/>

1.4 Participation in the Tender Procedure

Tenderers must not be in any situation of exclusion under the exclusion criteria indicated in section 3.1 / Annex II of these tender specifications and must have the legal & regulatory capacity to allow them to participate in this tender procedure (see section 3.2.1).

Please note that any attempt by a tenderer to obtain confidential information, enter into unlawful agreements with competitors or influence the evaluation committee or EASA during the process of examining, clarifying, evaluating and comparing tenders will lead to the rejection of its tender and may result in administrative penalties.

1.4.1 Access to the market - Eligibility of state of origin

This procurement procedure is open to any natural or legal person wishing to bid for the assignment and established in any of the European Union Member States, Norway, Iceland, Liechtenstein or Switzerland. Under the Stabilisation and Association Agreements (SAA) economic operators from Albania, North Macedonia, Montenegro, Serbia, Bosnia & Herzegovina and Kosovo are also eligible to submit a tender.

Under the Association Agreements with Georgia, Moldova and Ukraine, participation to this call for tenders is open to economic operators that are established in these countries on the conditions laid down in these agreements.

1.5 Joint Tenders - Participation of Consortia

Consortia may submit a tender on the condition that it complies with the rules of competition including satisfying the requirements under the exclusion criteria (see section 3.1) applicable to the award of the contract.

A consortium may be a permanent, legally-established grouping or a grouping which has been constituted informally for a specific tender procedure, complying with the eligibility requirements (section 1.4). All members of a consortium (i.e. the leader and all other members) are jointly and severally liable to the Contracting Authority.

For each consortium member, the tenderer must, **at the time of tender submission**⁴:

- ✓ Specify the company or person heading the project (the leader) and submit, a copy of the document authorising this company or person to submit a tender on behalf of the consortium (e.g. power of attorney) – *alternatively, if already available at the time of tender submission, a duly signed and dated (by each member) consortium agreement.*
- ✓ Submit the required declaration of honour on the exclusion (section 3.1) and selection (section 3.2) criteria – Annex II.
- ✓ Submit the Legal Entity Form (section 3.2.1 Legal & Regulatory Capacity) – using the form indicated in section 3.2.1 and providing the supporting documents as requested therein.

⁴ See also section 1.7 and Annex I – Tender Submission Form – for a summary / overview of documents to be submitted as part of the tender.

- ✓ For the selection criteria - economic & financial capacity (see section 3.2.2) and technical & professional capacity (see section 3.2.3) the evidence should be provided by the relevant complying member(s) of the consortium, and will be checked to ensure that the consortium as a whole fulfils the criteria (e.g. *not every consortium member needs to fulfil each of the criteria individually – but rather as a whole*).
- ✓ **In case of successful award & before contract signature**: the tenderer to whom the contract is to be awarded shall provide, at the latest, within 15 days following notification of award and preceding the signature of the contract, a duly signed and dated (by each of the consortium members) consortium agreement specifying the company or person heading the project and authorised to sign the contract on behalf of the consortium (unless already submitted at the time of tender submission).
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.

Submit the required evidence for exclusion criteria (see section 3.1).

1.6 Sub-contracting

If the identity of the intended sub-contractor(s) is already known at the time of submitting the tender, **for each sub-contractor**, the tenderer must, **at the time of tender submission**⁵:

- ✓ Indicate clearly **which parts of the work will be sub-contracted** (including freelance consultants, experts etc.) and **to what extent** (proportion in %) - **Annex I**. The sub-contractor must not sub-contract further.
- ✓ Submit **a duly signed and dated** (by the sub-contractor's authorised signatory) **'Sub-contractors Declaration' – Annex III** - confirming that they are not in any of the situations of exclusion / professional conflicting interest (see section 3.1) and pledging their irrevocable undertaking to collaborate with the tenderer, should he win the contract and that they will put all appropriate and necessary resources from their part at the tenderer's disposal for the performance of the contract.
- ✓ Submit the required evidence for technical & professional capacity (see section 3.2.3). Please note that the evidence provided by the complying sub-contractor/s, for those applicable criteria, will be checked to ensure that the tenderer as a whole fulfils the criteria.

***Important Note:** *If the identity of the sub-contractor(s) is not known at the time of submitting the tender, the tenderer who is awarded the contract will have to seek EASA's prior written authorisation before entering into a sub-contract. Where no sub-contracting is indicated in the tender the work will be assumed to be carried out directly by the bidder.*

1.7 Submission of Tenders

It is strictly required that tenders are presented in the correct format and include all documents necessary to enable the evaluation committee to assess them. Failure to respect these requirements will constitute a formal error and may result in the rejection of the tender. As a result, tenders must comply with the following conditions for submission.

⁵ See also section 1.7 and Annex I – Tender Submission Form – for a summary / overview of documents to be submitted as part of the tender.

1.7.1 Language of the Tender

Tenders should be drafted in one of the official languages of the European Union, **preferably English.**

1.7.2 Division into Lots

This tender is not divided into lots. The tenderer must be in a position to provide all the services requested.

1.7.3 Submission modalities and presentation of the Tender

Tenders must be submitted exclusively via the electronic submission system (eSubmission)⁶ which is accessible from the Funding and Tenders Opportunities portal (F&T portal)⁷. Tenders submitted in any other way (e.g. e-mail or by letter) will be disregarded.

In order to submit a tender using eSubmission, economic operators (each member of the group in the case of a joint tender) will need to register in the European Commission's [Participant Register](#) - an online register of organisations participating in EU calls for tenders or proposals. On registering each organisation obtains a Participant Identification Code (PIC, 9-digit number) which acts as its unique identifier in the above register. Instructions on how to create a PIC can be found on this [page](#)⁸. Economic operators already registered in the Participant Register shall reuse their existing PICs when preparing tenders in eSubmission.

In the course of the procurement procedure the Research Executive Agency Validation Services (hereinafter referred to as *the 'EU Validation Services'*) may contact tenderers and ask for supporting documents with respect to the legal existence and status as well as economic and financial capacity. The requests will be made through the register's messaging system to the e-mail address of the participant's contact person indicated in the register. It is the responsibility of the participant to provide a valid e-mail address and to check it regularly. The documents that may be requested by *the EU Validation Services* are listed in the [EU Grants and Tenders Rules on Legal Entity Validation, LEAR appointment and Financial Capacity assessment](#). A request for supporting documents in no way implies that the tenderer has been successful.

1.7.3.1 Information to be filled in

In the eSubmission application, tenderers are requested to fill in and upload all necessary fields and documents as appropriate. All tenders must be clear, complete and consistent with all the requirements including:

⁶ For detailed instructions on how to submit a tender please consult the **eSubmission Quick Guide for Economic Operators** available at: https://ec.europa.eu/info/funding-tenders/opportunities/docs/esubmission/quickguidepp_en.pdf

The supported browsers, file types, size of attachments and other system requirements can be consulted at:

<https://webgate.ec.europa.eu/fpfis/wikis/x/Oo5Kl>.

⁷ <https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/home>

⁸ <https://webgate.ec.europa.eu/fpfis/wikis/x/sYXvlg>

Parties - Identification of the tenderer (Administrative documents)
Required fields: Tenderers must fill in all required information.
Attachments: Tenderers must upload the following documents:
<ul style="list-style-type: none"> ✓ Declaration on Honour (section 3.1 Exclusion Criteria & 3.2 Selection Criteria) – using the template in Annex II (signed by the sole tenderer or (in case of joint tenders) by each consortium member using a separate form per member). ✓ Legal & Regulatory Capacity (section 3.2.1): Legal Entity Form using the template from the link below and the supporting documents requested in section 3.2.1 (signed by the sole tenderer or (in case of joint tenders) by each consortium member using a separate form per member): http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm ✓ Economic & Financial Capacity (section 3.2.2): Economic & Financial Capacity Documents using the template in Annex IV.a accompanied by the documents requested therein (provided by the sole tenderer or (in case of joint tenders) by the complying consortium member(s)). ✓ Technical & Professional capacity (section 3.2.3): All evidence as requested in section 3.2.3 (provided by the sole tenderer, by the complying consortium member(s) in case of joint tenders and by the complying sub-contractor(s)). ✓ Exclusion criteria - evidence: No document required at time of submission. ✓ Important Note: 15 days after the deadline for receipt of offers and before contract award, tenderer(s) are required to provide the necessary supporting documents for exclusion criteria listed in section 3.1. Therefore, before submitting a tender please carefully review the exclusion criteria (section 3.1) and evidence defined to ensure that in case of request such evidence can be provided and without delay.
<ul style="list-style-type: none"> ✓ Under ‘Other documents’: <ul style="list-style-type: none"> • Tender Submission Form – using the template in Annex I (signed by the sole tenderer or leader in case of joint tender). • Evidence that the person signing the documents is an authorised representative of the entity (provided by the sole tenderer or (in case of joint tenders) by each consortium member). • In case of sub-contracting (section 1.6): Sub-contractors Declaration – using the template in Annex III (signed by each sub-contractor using a separate form). • In case of consortia (section 1.5): Consortium agreement (if already available), or, powers of attorney issued by the consortium members empowering the representative of the consortium leader (tenderer) to submit a tender of their behalf (signed). • Financial Identification Form (signed) – using the template downloadable from the EC Webpage (signed by the sole tenderer or leader in case of joint tenders): http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial-id_en.cfm
Tender Data (Technical and Financial documents)
<p>Total amount exclusive taxes:</p> <p>the amount “0,01” Euro shall be inserted by the tenderers since no total amount/price is expected from the Agency for this procedure, however the eSubmission application requires an amount entered.</p> <p>Total taxes amount: the amount “0,00” Euro shall be inserted by the tenderers since EASA is exempt from taxation, however the eSubmission application requires an amount entered.</p>
<p>The following documents shall be uploaded:</p> <ul style="list-style-type: none"> ✓ Technical tender: Technical Offer providing all information requested in section 3.3.1. ✓ Financial tender: Financial Offer (section 3.3.2) using the template in Annex V.

The documents must be signed using any of the following 2 methods:

- **Electronically signed**: in this case documents must be signed with a qualified electronic signature as defined in Regulation (EU) No 910/2014 on electronic identification and trust services for electronic transactions in the internal market (the eIDAS Regulation)⁹. For technical details on electronic signatures, tenderers may consult the eSubmission signature policy¹⁰.
- **Handwritten/wet signature**: in this case, documents must be printed and the **authorised signatory** must manually sign them, scan them, and then upload them into the system.

All documents must be signed by the signatories (when they are individuals) or by their duly authorised representatives. When signed by representatives, tenderers must provide adequate evidence for the delegation of the authorisation to sign (e.g. any official document confirming the names of authorised representatives, duly signed and dated (sub) delegation of signature if applicable, etc.).

Note: EASA reserves the right to ask the tenderer to submit the hand signed original of the above listed documents at a later time via post mail.

Tenderers must ensure that their submitted tenders contain all the information and documents required by the contracting authority at the time of submission as set out in the procurement documents.

All costs incurred for the preparation and submission of tenders are to be borne by the tenderers and will not be reimbursed.

1.7.3.2 Deadline for receipt of tenders

The time-limit for receipt of tenders is indicated in section 1.3 of these tender specifications and under Section IV.2.2 of the contract notice where local time shall be understood as local time at the contracting authority's location (the location indicated under Section I.1 of the contract notice). The time-limit is published also on the above TED eTendering website which sends notifications to subscribed users when the call for tenders' data is modified.

The tender (including all documents) must be fully uploaded and received before the time limit for receipt of tenders. The submission receipt provided by eSubmission with the official date and time of receipt of the submission (timestamp) constitutes proof of compliance with the time-limit for receipt of tenders.¹¹

Tenderers are responsible to ensure that their full tender reaches the destination in due time.

A tender received after the time limit for receipt of tenders shall be rejected.

Note: Tenderers are advised to start completing their tender early. The time it takes to submit the tender and upload all requested documents may vary considerably depending on the number of concurrent submissions by other economic operators, the size of the tender and the type of internet service used by the tenderer. To

⁹ https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=uriserv%3AOJ.L_.2014.257.01.0073.01.ENG

¹⁰ <https://webgate.ec.europa.eu/fpfis/wikis/x/iwX4Dg>

¹¹ If no submission receipt is received in reasonable time after submission, please contact the eSubmission Helpdesk as soon as possible (see contact details in section 1.7.3.3).

avoid any complications with regard to late receipt/non receipt of tenders within the deadline, tenders should be submitted several hours before the deadline.

Please note that it is not possible to submit a tender through eSubmission after the time-limit for receipt of tenders indicated in the contract notice and/or the TED eTendering website. To ensure tenders are submitted on time, tenderers are invited to get familiar with the system and the system requirements, in particular the accepted file formats¹², well in advance.

In case of problems with the submission of the electronic tender, it is recommended that tenderers contact the eSubmission Helpdesk ¹³ in reasonable time before the time limit for receipt of tenders.

If the contracting authority detects technical faults in the functioning of the electronic equipment used for submitting and receiving tenders due to which it is impossible to electronically submit and receive tenders, the contracting authority will provide the necessary information on a potential extension of the time limit on the eTendering website.

After submitting a tender, but before the deadline for receipt of tenders, a tenderer may definitively withdraw its tender¹⁴, or withdraw it and replace it with a new one¹⁵. A withdrawal receipt will be provided by eSubmission as proof of withdrawal.

1.7.3.3 Get Technical help for issues with eSubmission application

In order to get technical help for any technical issue or problem related to the eSubmission application, tenderers shall consult the [eSubmission Quick Guide for Economic Operators](#)¹⁶ or directly contact the DIGIT eProcurement support team¹⁷ by consulting the footer section on eSubmission application or as described on page 3 of the eSubmission Quick Guide for Economic Operators.

1.8 Environmental & Social Considerations

The Agency is committed to minimising the environmental impact of its everyday business activities, including, promoting an eco-friendly approach in its purchasing activity. Therefore, contractors of the Agency should also follow / adopt such environmental considerations and strive to be eco-friendly (i.e. reduce water, energy and waste consumption, actively recycle, using reusable / recyclable materials etc.) in their related business operations.

¹² For detailed instructions on how to submit a tender please consult the eSubmission Quick Guide available at: https://ec.europa.eu/info/funding-tenders/opportunities/docs/esubmission/quickguidepp_en.pdf

¹³ eSubmission Helpdesk: see contact details in section 1.7.3.3

¹⁴ A submitted tender can be withdrawn directly in the "Procurement/My Submission(s)" area in the F&T Portal. For detailed instructions on how to withdraw a tender please consult the above referred eSubmission Quick Guide for Economic Operators.

¹⁵ To submit a new version, the tenderer must create a new tender in eSubmission and include all the information and documents required in the procurement documents with the submission of a tender, even if some of them have already been included in the replaced tender.

¹⁶ eSubmission Quick Guide for Economic Operators is available at: https://webgate.ec.europa.eu/digit/opsys/esubmission/assets/documents/manual/quickGuide_en.pdf

¹⁷ DIGIT eProcurement support: E-mail: DIGIT-EPROUREMENT-SUPPORT@ec.europa.eu, Tel.: +32 (0) 229 71063

In addition, the contractor shall ensure compliance with any European and national rules on environmental protection, safety and health as well as, as already described in Section 3.2.4, the applicable environmental, social and labour law obligations.

1.9 Period during which tenders are binding

The period of validity of tenders, during which tenderers may not modify the terms of their tenders in any respect is 4 months after the deadline for the receipt of tenders. In exceptional cases, before the period of validity expires, EASA may ask tenderers to extend the period for a specific number of days, which shall not exceed 40.

The selected tenderer must maintain its tender for a further period of 60 days from the date of notification that its tender has been recommended for the award of the contract. The further period of 60 days is added to the initial period of 4 months irrespective of the date of notification.

1.10 Contacts between EASA and Tenderers

Contacts between EASA and tenderers are prohibited throughout the procedure save in exceptional circumstances and under the following conditions only:

Before the time-limit for receipt of tenders:

- Upon request, EASA may provide additional information solely for the purpose of clarifying the procurement documents.
- Any request for clarification regarding the content of the procurement documents must be made in writing through the eTendering website at <https://etendering.ted.europa.eu/cft/cft-display.html?cftId=10447> in the “questions and answers” tab, by clicking “Create a question” (registration on TED eTendering is required to be able to create and submit a question). Tenderers shall adhere to creating just one single question at a time and avoid submitting a number of bundled questions at once.
- Requests for clarification received by EASA after the deadline for such requests for clarification as specified in section 1.3 – Timetable may not be processed.
- EASA may, on its own initiative, inform interested parties of any error, inaccuracy, omission or any other clerical error in the text of the procurement documents.
- Any clarifications including that referred to above will be published on the eTendering website indicated above - please ensure that you visit regularly the site for updates and modifications during the submission period.

Evaluation phase (after the opening of tenders):

If, after the tenders have been opened, some clarification is required in connection with a tender, or if the tenderer has failed to submit evidence or to make statements as required in the procurement documents or if obvious clerical errors in the submitted tender must be corrected, EASA may contact the tenderer and request the missing information or clarify supporting documents. EASA may correct obvious clerical errors in the tender after confirmation of the correction by the tenderer. Such information, clarification or confirmation shall not substantially change the tender.]

1.11 Visits to EASA Premises

1.11.1 Information & Clarification meeting

No site visits at EASA’s premises are deemed necessary for this procedure.

1.11.2 Opening session

Tenders will be opened at the time indicated in section 1.3. The opening session will be organised via video conference using Cisco WebEx. Tenderers interested to follow/join shall request their participation via email to tenders@easa.europa.eu two working days in advance.

The public part of the opening session will be strictly limited to the following aspects:

- ✓ Verification that each tender has been submitted in accordance with the submission requirements of the call for tenders;
- ✓ Announcement of the tenders received: the names of the tenderers (all members in the case of a joint tender) will be announced;

Tenderers not present at the opening session may send a request to tenders@easa.europa.eu if they wish to be provided with the information announced during the opening session.

Once EASA has opened the tender, it becomes its property and it shall be treated confidentially.

1.12 Variants

Variants are not permitted.

1.13 Scope for modification of the contract or for the repetition of similar services

1.13.1 Modification of the contract

EASA may, under certain circumstances, extend the project in duration, volume and/or scope subject to the availability of funding and to satisfactory performance by the contractor.

In cases mentioned in Article 172(2) and (3) of Regulation No 2018/1046¹⁸ the Contracting Authority may modify the contract of the contractor performing this contract. Ex-post publication measures shall apply in accordance with Article 163.

1.13.2 Repetition of similar services

For new services or works consisting in the repetition of similar services or works entrusted to the economic operator to which EASA awarded the original contract, provided that these services or works are in conformity with a basic project for which the original contract was awarded after publication of a contract notice, the Agency may use the negotiated procedure without prior publication of a contract notice.

Such subsequent services shall amount to a maximum of 20% of the initial contract value and be triggered under the following conditions: technical enhancements of the platform in line with new developments in the market and changing needs of the Agency taking into account e.g. emerging risks.

¹⁸ Regulation (EU, Euratom) No 1046/2018 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, repealing Regulation (EC, Euratom) No 966/2012 (OJ L 193 of 30.07.2018, p. 1).

1.14 Contract Provisions

In drawing up your tender, you should bear in mind the provisions of the draft contract (see Part III of the Procurement Documents). In particular, the draft contract indicates the method and the conditions for payments to the contractor.

Important Note: Submission of a tender implies acceptance of all the terms and conditions set out in the Procurement Documents (Contract Notice, Procurement Documents - Part I - invitation to tender, Part II - tender specifications and Part III - draft contract) and, where appropriate, waiver of the tenderer's own general or specific terms and conditions. It is binding on the tenderer to whom the contract is awarded for the duration of the contract.

In this respect every tenderer is also requested to sign a declaration to this effect as part of the tender submission form in Annex I.

2 Technical Specifications

These Technical Specifications (TS) will become an integral part of the contract that may be awarded as a result of the tender.

2.1 Introduction: Background to the Invitation to Tender

The overall intend of this tender is to establish or enhance information sharing and strengthen cooperation between the Agency, the EU Institutions, EASA Member States, air carriers and the aviation industry altogether (e.g. airline operators, manufacturers, airports and maintenance organisations).

Furthermore, the requested services will support and demonstrate how coordinated surveillance and concrete actions can help reduce security risks and ensure business continuity for the aviation stakeholders.

Important note:

Having regard to the Regulation (EU) 2018/1139 of the European Parliament and of the Council of 4 July 2018 on common rules in the field of civil aviation and establishing a European Union Aviation Safety Agency ('the Agency'), and considering Article 88 'Interdependencies between civil aviation safety and security', the Commission, the Agency and the Member States shall cooperate on security matters related to civil aviation, where interdependencies between civil aviation safety and security exist. In this context, information sharing is a key enabler allowing to react in a timely manner to an urgent concern affecting the safety of aircraft operation.

This tender is part of this wider scope and “cybersecurity threat intelligence” used in the tender must be understood as information gathering and analysis on cybersecurity where information security impacts aviation safety. Similarly, the risk studies and assessment reports will cover cybersecurity threats and new emerging risks or crisis situations that may impact aviation safety.

Cybersecurity in Aviation services and new Emerging Risks provisions

On 22nd May 2015 EASA organised in Brussels a Conference on Cybersecurity in Aviation, including participation of key executives and members of EU Institutions, Member States, International Organisations and Industry.

The objectives were to identify the existing cybersecurity threats to aviation, determine their impact on safety and evaluate what kind of measures should be taken to mitigate those risks (to help users perform their own risk assessment).

As a result of this conference, in 2015 the European Commission tasked EASA (among others) to develop an action plan and a coordinated defence against cybersecurity threats in aviation. Furthermore, with the adoption of the Basic Regulation 2018/1139, EASA received the formal competence on cybersecurity matters impacting safety.

As part of the comprehensive Cybersecurity Strategy for EU Aviation developed in cooperation with European stakeholders via the European Strategic Coordination Platform (ESCP), the necessity to develop a collaborative process to have a capacity of intelligence on cybersecurity threats impacting aviation safety was identified.

EASA discovered that cybersecurity information sharing plays a significant role in preventing incidents and reducing the spread of those which already happened. Cyber threat intelligence will play a major part in

ensuring greater cybersecurity resilience and will not only highlight the vulnerabilities aviation stakeholders are open to and the techniques malicious actors use in their attacks, but also how coordinated surveillance and concerted action can help reduce risks, ensuring business continuity.

In comparison to 2 years prior, the aviation sector has experienced in 2020/2021 a significant spike in cyber-attacks and exploitation of vulnerabilities by threat actors across the globe. This observation could be linked to 3 factors:

- The COVID-19 crisis and the obvious consequences of its lockdowns,
- That hackers are now more interested in passenger data and travel records,
- That the threat actors are discovering the apparent weaknesses of the aviation sector.

In this context, EASA intends to set up a collaborative platform that will provide the European Stakeholders with intelligence on cyber threats impacting aviation safety.

Further aspects requiring additional consideration are new Emerging Risk which can be summarised in newly developing risks that are currently not fully assessed. They however could in future affect the safety or security of the aviation sector. Emerging risks may include new technologies, environmental, regulatory, societal or political changes.

2.2 Description of the Subject and Scope of the Contract

2.2.1 The contract will include six key elements for Cybersecurity and new Emerging Risks:

- a) Provision of accurate and instantaneous cyber threat intelligence data collection, evaluation, and analysis across the entire aviation sector from different sources such as open source, social media, human and technical intelligence. The delivery should occur promptly in a format allowing further dissemination without delay. This shall allow real-time identification of cyber events, incidents, vulnerabilities, indicators and trends that might impact the safety or information security of sector;
- b) Establish, operate, host and maintain a cyber threat intelligence platform or solutions for information gathering, hosting and sharing of information between the Agency, EU Institutions, EASA Member States and industry stakeholders in a secure and user-friendly manner. Provide training (or training material) and manuals of the solutions deployed. The CTI platform shall be compatible with other sharing platforms such as MISP or STIX/Taxii as well as maintained and updated in order to ensure confidentiality, integrity and availability of cyber information. The platform shall also provide an Application Programming Interface (API) tool set;
- c) Provision of a state-of-the-art cyber threat intelligence news feed aggregator capable to be integrated into the EASA website, for accurate and prompt news display. The news feed shall contain metadata in order to be categorised into aviation areas/sectors of interest and it shall always be possible to manually maintain and update the content (e.g. in case of erroneous classification of news items);
- d) Provision of tailored assessment reports, bulletins, awareness material and other bespoke services to support the Agency’s cybersecurity objectives and activities. Certain of these deliverables would be ad-hoc emergency alerts/reports, monthly and trimestral bulletins that would illustrate noteworthy developments in the aviation cyber threat landscape as well as analysis of the most recent cyber-threats observed in the sector for EASA and its stakeholders;

- e) Provision of services to host, administer, maintain, and update the already existent EASA MISP (Malware information Sharing platform). The cyber threat information already stored and shared on the CTI Platform (see b)) shall be systematically extracted, transformed and loaded on the EASA MISP.
- f) Provision of services to address new emerging risks, that are currently not fully assessed but could in the future affect the safety or security of the aviation sector.

2.2.2 Ownership of the Results

Services listed under points 2.2.1 a) to c) and e) shall be delivered by means of a subscription and are thus not results of the contract in accordance with Art. I.10. and II.13 of the framework contract. For documents uploaded to the platform by EASA users or EASA authorised users please see below.

Deliverables resulting from services listed under points 2.2.1 d) shall be considered as results of the contract in accordance with Art. I.10. and II.13 of the framework contract.

2.3 Outline of the Services Required

A. Provision of cyber threat intelligence data collection

The Cyber Threat Intelligence (CTI) services delivered by the contractor shall be capable to collect, evaluate, contextualise, analyse, store, share and support consume cyber threat information across the entire aviation ecosystem.

The information collected shall result from all relevant cyber events, incidents, and vulnerabilities (which can be related to weaknesses discovered in software, processes, hardware or even to physical security of a given system). The potential location of the events, as well as threat actors, shall also be recorded and assessed.

The CTI sources for web scraping shall include social media, private, and open sources, human and technical intelligence, as well as dark and deep web. The storage and delivery shall occur promptly with the state-of-the-art tools and methods as well as in a format allowing the Agency to further disseminate the data without further delay.

The contractor shall utmost follow the guidelines described in this section, to be able to collect, analyse and share cyber threat information that will support the delivery of accurate cyber threat intelligence for EASA's tactical¹⁹, operational²⁰ and strategic²¹ purposes.

The information to be shared shall be categorised according to the below Traffic Light Protocol (TLP):

TLP-WHITE: Information may be distributed without restriction and is subject to standard copyright rules.

TLP-GREEN: Information may be shared with peers and partner organizations within their sector or community, but not via publicly accessible channels.

TLP-AMBER: Information may ONLY be shared with members of their own organization, and with clients or customers who need to know the information to protect themselves or prevent further harm.

TLP-RED: Information may NOT be shared with any parties outside of the specific exchange, meeting, or conversation in which it was originally disclosed.

¹⁹ **Tactical CTI:** technical intelligence (including Indicators of Compromise (IoC) such as IP addresses, file names, or hashes) which can be used to assist in the identification of threat actors.

²⁰ **Operational CTI:** details of the motivation or capabilities of threat actors, including their tools, techniques and procedures (TTP).

²¹ **Strategic CTI:** intelligence about the overarching risks associated with cyber threats (reliability).

The source reliability and information credibility shall be labelled according to the below criteria:

Source reliability

A: Completely Reliable - No doubt about the source. History of complete reliability

B: Usually reliable - History of mostly valid information

C: Fairly reliable - Provided valid information in the past

D: Not usually reliable - Significant doubts. Provided valid information in the past

E: Unreliable - History of invalid information

F: Reliability cannot be judged - Insufficient information to evaluate reliability. May or may not be reliable

Information credibility

1: Confirmed by other sources - Logical in itself; Consistent with other information on the subject

2: Probably True - Logical in itself; consistent with other information on the subject

3: Possibly True - Reasonably logical in itself; agrees with other information on the subject

4: Doubtful - Possible but not logical; no other information on the subject

5: Improbable - Not logical in itself; contradicted by other information on the subject

6: Truth cannot be judged - No basis exists for evaluating the validity of the information

The aviation sector impacted shall be identified and categorised as follow:

Airport, Airline/operator, Manufacturer/aircraft, Maintenance, ATM, ANSP, Drones, GPS/GNSS, Government, CERT/CSIRT, Association, Equipment/Hardware, etc...

The threat categories shall be identified as follow:

Cybercrime: attacks that mainly aim at financial gains

Cyberespionage: collecting sensitive information

Cyberwar: deter, destroy, disrupt, influence in cyberspace, on behalf or for the benefit of a state

Vulnerability: any kind of exploitable weak spot

Hactivism: promote a cause or an ideology

Safety Hazards: conditions that have the potential to cause aviation accidents/incidents

The threat level attack shall be categorised as follow:

HIGH: attack exhibiting a high level of preparation, resources and/or skills (e.g. highly targeted spear-phishing attack against well-identified individuals, use of 0-days, advanced anti-detection techniques or massive infrastructure for disruption, etc.)

MEDIUM: attack leveraging moderate resources and/or skills (e.g. large spear-phishing attacks, criminal malware with the latest delivery mechanisms or anti-detection features, etc.)

LOW: attack using basic resources and/or skills (e.g. general mass malware, common attack techniques, opportunistic defacements, etc.)

The common types of cyber threats shall be classified as follow:

Malware, phishing/spear phishing, ransomware, data breach, DOS and DDOS, malware on mobile apps, “Man in the Middle” attack (MitM), spyware, trojans, attacks on IoT devices, etc.

The threat actor details shall include the following (if existent):

Short description, dates (first and last seen), location, sector, group/individual, history, threat type & category.

The categories above may be changed/adapted to standard cyber taxonomies (e.g. ENISA, MITRE ATT&CK, etc.) during the length of the contract.

B. Provision of a cyber threat intelligence platform or solutions for information gathering, hosting and sharing

The contractor shall make available with a software-as-a-service (SaaS) delivery model a platform (CTI Platform) that will be used for cyber threat information gathering, hosting and sharing between the Agency, EU Institutions, EASA Member States and industry stakeholders in a secure and user-friendly manner.

The CTI platform shall be compatible with other information sharing platforms such as MISP and capable to import/export intelligence data in accordance with STIX/Taxii standard. It shall be maintained and updated in order to ensure confidentiality, integrity and accessibility of information as well as provide an Application Programming Interface (API) tool set.

The CTI Platform shall provide an interface accessible via web-browser, incorporate “community portal” and “private chat” features, with privileged login and a secured dashboard, for brainstorming between users which can be installed and used on mobile devices (for direct exchange between users, in case of emergency).

The main objective of the CTI Platform will be to instantaneously enable creating and sharing information on cybersecurity threats and vulnerabilities between nominated members from EU Institutions, states and industry stakeholders. Therefore, the CTI Platform shall possess at least the following functionalities:

- a) There shall be a possibility for EASA staff and users authorised by EASA to upload and store documents and publish information in a user-friendly manner. Any uploads performed by such users are deemed results of the contract in accordance with Art. I.10 and II.13 of the framework contract. Hence, EASA shall obtain ownership of these results;
- b) Solid protection measures (confidentiality, integrity, availability) shall be used for the CTI Platform’s information;
- c) There shall be a possibility to validate changes to the CTI Platform’s contents prior to their publication by an authorised user (i.e. EASA staff);
- d) Registered users shall have access to the CTI Platform based on Multi-factor Authentication (MFA) solution;
- e) The platform shall provide a human-machine interface that will be suitable for use with standard computers, tablet and mobile phones;
- f) Identity and access management based on roles; possibility to create business roles (e.g. state representatives, industry stakeholders...) with dedicated access rights for the defined areas;
- g) Analytics: There shall be a visual presentation of information for different aviation sectors including the cyber category and type, by using an interactive graphic display;
- h) There shall be a possibility to issue and update alerts (push alert);
- i) There shall be a possibility to provide comments on the shared content and the CTI Platform shall enable to exchange opinions and information between users on subjects related to cyber threat trends;
- j) The CTI Platform shall have a page called “our members” where users could review the membership composition by name of representatives, entity represented and contact details attributed, with editing functions and administrative privileges;
- k) Any information, material or document uploaded and shared by EASA shall be handed over to the Agency at the end of the contract (expiry or termination).

The Platform shall be operated, maintained and updated in order to ensure confidentiality, integrity and availability of cyber information. Encryption and enhanced protection measures for the CTI Platform’s content and access shall be ensured. The contractor shall align its procedures and standards of the IT solutions used for the CTI Platform with international standards on security systems with particular reference to the ISO/IEC 27001.

Training material and manuals of the solutions deployed shall be provided.

The CTI Platform should be subject to enhancements in line with additional requests from the Agency based on a yearly assessment along the contract duration in accordance with section 1.13.2.

The CTI Platform shall be available to use and operational within two to three months after the signature of the first specific contract.

C. Provision of a cyber threat intelligence news feed aggregator

The contractor shall install and enable a state-of-the-art aviation cyber news aggregator to search and scrap the open web for content such as online newspapers, blogs, podcasts, and video blogs and link them to a web location defined by EASA for easy viewing.

By using a user-friendly interface and GUI, the cyber feed aggregator shall collect aviation information from large number of sources and display their links (with a short description) on a dedicated webpage. The information collected shall be in English, however, further EU languages such as German, French, Italian and Spanish shall also be considered. The news feed shall be pulled by the EASA content manager and it shall always be possible to manually maintain and update the content (e.g. in case of erroneous classification of news items).

The news aggregator shall be able to set up multiple search bots that can automatically find and report to the user/subscriber, potential relevant cyber news (or webpage section) to be checked. The periodically update of news shall be kept short, preferably between 10-20 minutes. Disinformation and severe bugs shall swiftly be updated, and competent maintenance ensured.

The cyber information on the webpage shall contain metadata in order to be regrouped by sector as follow: General News, Innovative Technologies in Aviation, Sectorial News (Airport, Airline/Operator, Manufacturer/Aircraft, Maintenance, ATM & ANSP, Drones & GPS/GNSS, Government & Association etc.)

D. Provision of tailored assessment reports, bulletins and other bespoke services

The contractor shall provide tailor made alerts for all cyber threat incidents categorised as **HIGH** or **MEDIUM** (see section A). The alert shall include a summary, detail description, analysis of the impact and an assessment of the risk.

For specific incidents categorised as **HIGH**, a dedicated report/memo shall be drafted. The report/memo shall contain similar sections as the alert, however, include further details, and (where feasible) propose advice, recommendation, prevention measures or mitigation means. A continuous analyse and updates of the alerts/reports/memos shall be considered and enabled on a user demand-basis.

For technical cyber events, a dedicated technical report/memo shall be provided, with relevant enclosed TTPs, IoCs, IoAs, Ips or domains, including a technical conclusion and recommendation.

The information and alerts/reports/memos/awareness material shall be provided in a format allowing further dissemination to the CTI Platform users, without delay.

Periodical bulletins that can be shared with stakeholders shall be provided to EASA. A monthly and a trimestral bulletin, that would illustrate noteworthy developments in the aviation cyber threat landscape as well as analysis of the most recent cyber-threats observed in the sector, shall systematically be delivered.

Other consultancy services in the area of cybersecurity in case required.

E. Provision to host, administer, maintain and update the already existent EASA’s MISP (Malware information Sharing Platform)

The contractor shall provide technical support to host, administer, maintain and update the already existent EASA MISP instance. The MISP platform would either be installed on the IT infrastructure of EASA, on a cloud server or on the IT infrastructure of the contractor.

Cyber events, incidents and vulnerabilities that have already been stored and shared on the CTI Platform shall swiftly be systematically synchronised or replicated on the EASA MISP instance. Furthermore, all technical details (E.g. IoCs, IoAs, IPs, domains, TTPs, kill chain, ATPs etc..) relevant to the cyber events shall also be subject to systematic extraction, transformation, loading and storage on the EASA MISP.

F. Provision to address new Emerging Risks, that are currently not fully assessed but could in the future affect the safety or security of the aviation sector

The Emerging Risks, which can be summarised in newly developing risks that are currently not fully assessed but could, in the future affect the safety or security of the aviation sector could include new technologies, environmental, regulatory, health, societal or political changes.

2.4 Description of the Contract

A framework contract is a legal agreement between two parties - in this case, EASA and the contractor. It acts as the legal basis for the possible future purchase of services/supplies by the Agency. The framework contract defines, amongst others, the scope of services/supplies that can be purchased, methodology for implementation, timing and fees to be respected by the contractor etc.

Important Note: The framework contract itself is not an order for services or supplies and does not constitute a financial commitment.

2.4.1 Implementation of the Framework Contract

Services / supplies shall be therefore requested (i.e. ordered) under “specific contracts” (or “order forms”) linked to particular activities, over a given period.

The Agency intends to issue individual and successive specific contracts over the period of validity of the framework contract and shall take the form of one of the documents provided under Annexes III.a (specific contract) and III.b (order form) to the draft framework contract (Part III of the Procurement Documents). Either format may be used for implementation of the framework contract indiscriminately, depending on the Agency’s needs.

Important Note: It is important to reiterate that no legal or financial commitment exists on behalf of either party until the specific contract/order form is signed by both parties.

2.4.2 Ordering Process

2.4.2.1 Specific Contract Issuance

The Agency shall draft a specific contract covering its anticipated needs for the coming month / quarter / year based upon the estimated volumes and prices in the framework contract. Payment shall be subsequently made against actual services/goods delivered.

Within five working days of a specific contract being sent by the Agency to the contractor, the Agency should have received it back, duly signed and dated. The period allowed for the execution of the tasks shall start to run on the date the contractor signs the specific contract, unless a different date is indicated therein.

2.4.2.2 Types of Specific Contract

Man-day based specific contracts shall be drafted using one of the methods defined below. Any combination or variant of the methods shall be possible over the duration of the framework contract:

- **Time & Means (TM):** Orders shall correspond to a number of man-days. Invoicing shall subsequently be based on the number of man-days performed and duly substantiated by timesheets.
- **Fixed Price (FP):** Orders shall correspond to a defined project with a number of specified deliverables and deadlines. The fixed price should be calculated using the prices offered in the framework contract but invoicing shall be based on satisfactory delivery (and the Agency’s acceptance) of the deliverables (and not on the effective workload).
- **Quoted Time & Means (QTM):** Orders shall correspond to a number of man-days for defined sub-tasks. The Agency specifies the different tasks and sub-tasks to be executed and a total number of man-days. Only agreed costs for the specified sub-tasks are chargeable, after acceptance by the Agency.

2.4.2.3 Payment Formalities

The contractor shall submit invoices to EASA on a quarterly basis. For services charged with a yearly service fee, the invoice shall amount to 0,25 of the yearly fee covering the ongoing quarter. For man-day based services, the invoice shall cover all services rendered during the previous quarter duly substantiated by timesheets.

The initial setup of the platforms shall be invoiced once the platform is setup and fully operational.

2.4.3 Duration of the Contract

The framework contract is intended to be signed for an initial period of one year and shall be renewable up to three times for a total maximum duration of four years under the same conditions.

2.4.4 Volume of the Contract

The Agency intends to sign a framework contract with the successful tenderer for a maximum total value over the duration of the contract of **1.200.000,00 EUR** (one million two hundred thousand euros).

2.4.5 Place of Delivery/Execution

The main place of execution shall be at the contractor’s premises.

2.4.6 Project Meetings

A series of project meetings shall be held between EASA and the contractor to monitor the progress of the project and any identified issues. Please note that the contractor shall start the project work immediately after signature of the first specific contract independent of the date of the kick-off meeting:

- 1) **Kick-off Meeting:** a first general / kick-off project meeting held at EASA premises or by telephone conference;
- 2) **Presentation of the Platforms and their functionalities** upon request by telephone conference;
- 3) **A number of additional meetings** upon request by telephone conference.

In the event of travel or other restrictions following the Covid-19 outbreak physical meetings at the EASA premises might be replaced by telephone or video conference/s.

3 Evaluation of Tenders & Contract Award

The criteria for selecting a contractor are divided into the following categories:

Section / Criteria	Evaluation
Section 1.4 – Access to the market / Eligibility of state of origin	Verified on a pass/fail basis in light of eligibility criteria defined in section 1.4.
Section 3.1 - Exclusion Criteria	Verified on a pass/fail basis in light of exclusion criteria defined in section 3.1 and in Annex II.
Section 3.2 - Selection Criteria and Minimum Requirements	Defines the minimum capacities (legal & regulatory, economic & financial, technical & professional) as well as the minimum requirements to be met by all tenderers. Verified on a pass/fail basis.
Section 3.3 - Award Criteria (Technical & Financial)	Method to allow a ranking of the tenders according to their merits – most economically advantageous tender

In order to evaluate the tenders received under this procedure the criteria will be applied in the following order: I. Exclusion, II. Selection & III. Award. Therefore, if a tenderer does not pass the exclusion and selection criteria categories, it will not be evaluated technically or financially.

Important Note: The Agency reserves the right to ask for clarification or further material in the case that the documents submitted are not found as adequate evidence that the tender fulfils the exclusion and/or selection criteria and/or minimum requirements.

3.1 Exclusion Criteria

No	Criteria:	Evidence Required (from main tenderer including consortia members)
	Participation in this tender is only open to tenderers (<i>including, in the case of, all consortia members and/or sub-contractors</i>) that are not in any of the situations of exclusion listed in Article 136 of the Financial Regulation (FR) ²² and outlined in Annex II.	<ul style="list-style-type: none"> At the time of Tender Submission: Tenderers shall in accordance with Article 137(1) FR provide a declaration on their honour (see model in Annex II), duly signed and dated. Before contract award: 15 days after the deadline for receipt of offers, all tenderers are requested to hand in the documentary evidence on compliance on the exclusion criteria set out in the present tender specifications (scans of original documents). In accordance with Article 137(2) and (3) FR provide*, the following documentary evidence shall be provided to confirm the declaration referred to above:

²² Regulation (EU, Euratom) No 1046/2018 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, repealing Regulation (EC, Euratom) No 966/2012 (OJ L 193 of 30.07.2018, p. 1).

	<ul style="list-style-type: none"> - For situations (1)(a), (c), (d), (f), (g) and (h) of ‘Annex II – Declaration on honour’ and as stated in Article 136(1) (FR) , a recent²³ extract from the judicial record or, failing that, an equivalent document recently²⁴ issued by a judicial or administrative authority in the country of establishment showing that those requirements are satisfied. - For situations (1)(a) and (1)(b) of ‘Annex II – Declaration on honour’ and as stated in Article 136(1) (FR) , a recent²⁵ certificate issued by the competent authorities of the State concerned. These documents must provide evidence covering all taxes and social security contributions for which the person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. <p>Further information is provided in ‘eCertis’ - an information system that helps to identify the requested document or certificate across the EU. It can be accessed under the following link: https://ec.europa.eu/tools/ecertis/#/search</p> <p>Where any of the documents or certificates referred to above is not issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made before a judicial or administrative authority, a notary or a qualified professional body in his country of establishment.</p>
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**Note: If the tenderer has already submitted such evidence for the purpose of another procurement procedure, its issuing date does not exceed one year and it is still valid, the tenderer shall declare on its honour that the documentary evidence has already been provided and confirm that no changes have occurred in its situation.*

3.2 Selection Criteria and Minimum Requirements

The purpose of the selection criteria and the minimum requirements is to determine whether a tenderer has the necessary capacity to implement the contract.

Tenderers must submit evidence of their legal & regulatory, economic & financial and technical & professional capacity to perform the contract. Further tenderers must comply with the minimum requirements and submit evidence accordingly.

3.2.1 Legal & Regulatory Capacity

No	<u>Criteria:</u>	<u>Evidence Required</u> (from main tenderer, including consortia members):
a.	Tenderers (including all consortium members) are asked to prove that they are authorised to perform the contract under the national law as evidenced by inclusion in a trade or professional register, or a sworn declaration or certificate, membership of a specific organisation, express authorisation or entry in the VAT register.	<ul style="list-style-type: none"> • A duly filled in and signed Legal Entity Form, to be downloaded, depending on the tenderer’s nationality and legal form (i.e. individual, private/public company), from the following website: http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm; • Supporting documents: <ul style="list-style-type: none"> - A copy of any official document (i.e. official gazette, register of companies etc.) showing the individual’s /

²³ Not more than one year old

²⁴ Not more than one year old

²⁵ Not more than one year old

		<p>contractor's name and address and the registration number given to it by the national authorities.</p> <ul style="list-style-type: none"> - A copy of the VAT registration document (if applicable) should be submitted <i>if the VAT number does not appear on the official document referred to above.</i>
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**Note: If the tenderer has already submitted the legal entity file for the purpose of another procurement procedure, its issuing date does not exceed one year and it is still valid, the tenderer may not be obliged to submit a new file. The tenderer shall declare on its honour that the legal entity file has already been provided and confirm that no changes have occurred in its situation.*

3.2.2 Economic & Financial Capacity

No	Criteria:	Evidence Required (from main tenderer including consortia members):
a.	The tenderer must be in a stable financial position and have the economic and financial capacity to perform the contract. The yearly overall turnover in the last three years must not have fallen below 400.000,00 EUR.	<ul style="list-style-type: none"> • Provision of completed Annex IV.a – Economic & Financial Capacity, and, balance sheets / financial statements or their extracts for the last two years for which accounts have been closed (where publication of the balance sheet is required under the company law of the country in which the economic operator is established).

**Nota bene 1: if, for some exceptional reason which EASA considers justified, the tenderer is unable to provide the evidence requested the tenderer may prove its economic and financial capacity by any other means which EASA considers appropriate.*

**Nota bene 2: If the tenderer has already submitted the evidence for the purpose of another procurement procedure and if that evidence is still up to date, the tenderer may not be obliged to submit them again. In such cases, the tenderer shall declare on its honour that the evidence has already been provided and confirm that no changes have occurred in its situation.*

**Nota bene 3: If the tenderer relies on the capacity of a third party for the economic and financial capacity, the Agency may require that the third party be jointly liable for performance of the contract.*

3.2.3 Technical & Professional Capacity

No	Criteria:	Evidence*:
	The tenderer must possess the following technical and professional capabilities in order to perform the contract:	The following documents and information must be presented as evidence of compliance with the set technical and professional requirements:
a.	<p>Experience of the Tenderer:</p> <p>Tenderer must have a minimum of 3 years recent (gained in the past 10 years) experience in the provision of cyber threat intelligence and cyber incident response related to information technology, transportation or commercial/business aviation.</p>	<ul style="list-style-type: none"> - Overview of the services performed within the past 3 years with a description of the activities performed by completing the table in Annex IV.b - Experience of the Tenderer.

b.	<p>Personnel / Expertise:</p> <p>Tenderer must have a competent and experienced project team for the performance of the contract.</p> <p>In particular, the team must have:</p> <p>i. <u>Senior data analyst</u>: minimum of five years of expertise relevant to the tasks that they shall perform as well as a good level of English language competency.</p> <p>ii. <u>Junior data analyst</u>: minimum of two years of expertise relevant to the tasks that they shall perform as well as a good level of English language competency.</p>	<ul style="list-style-type: none"> - Overview of the project team (using the template provided in Annex IV.c), and, - CVs of the key experts (maximum five, including project team leader) to carry out the study (using the EU CV format available at: http://europass.cedefop.europa.eu/en/home) covering education and training, organisational, technical and work experience including any relevant supporting documentation i.e. accreditations, certificates etc.
c.	<p>Conflict of Interest:</p> <p>The tenderer shall not be in any situation which could give rise to a professional conflicting interest in what concerns the performance and/or implementation of the contract.</p>	<p>Provision of duly signed tender submission form (Annex I) including declaration on “professional conflicting interest” (section 7).</p> <p>Please note that the Agency reserves the right to reject any tenderer that is found to be in a situation of professional conflicting interest, in relation to this tender / contract.</p>

***Nota bene 1: The Agency reserves the right to ask for clarification or further material in the case that the documents submitted are not found as adequate evidence that the tender fulfils the exclusion and/or selection criteria.**

***Nota bene 2: If the tenderer relies on the capacity of a third party (consortium member and/or subcontractor) for technical and professional capacity, it can only do so for the tasks for which this particular capacity is required. The Agency reserves the right to request further documents clearly stating the allocation of tasks between entities.**

3.2.4 Minimum requirements

The following minimum requirements of the technical specifications shall also be fulfilled by the tenderers.

No	<u>Requirement</u>	<u>Evidence/Verification</u>
a.	Completeness of the technical and financial documents	<ul style="list-style-type: none"> • The content of the technical offer shall contain all requested information/documentation for each technical criterion as described in section 3.3.1. • The financial offer shall include all requested information/prices as described in section 3.3.2.
b.	Subject matter and scope	Tender addresses subject and scope of the contract.

3.3 Award Criteria

The award of contracts is based on the most economically advantageous tender. Only the tenderers satisfying the minimum requirements of the technical specifications and fulfilling the requirements of the exclusion and selection criteria are eligible for contract award.

The contract shall be awarded to the tenderer offering the best-value-for-money (best price-quality ratio).

3.3.1 Assessment of Technical Quality

Technical Offer & Evaluation

The quality of technical offers reaching this stage will be evaluated in accordance with the technical award criteria and the associated weighting as detailed in the evaluation grid below.

Tenderers are expected to submit a concise, to the point and clearly written technical offer tailored to EASA. The technical offer shall contain all necessary information to allow evaluation of the tender (according to the technical award criteria), be consistent with the technical specifications and be well-structured (e.g. containing a table of contents and consecutive page numbering).

Technical Quality Threshold: Only tenders scoring **70 points or more** (of a maximum of 100 points) against the technical award criteria will have their financial offer evaluated.

Additionally, tenders must score at least **35 points** in award criterion 2 - Quality of the offer and methodology - to be considered further for financial evaluation.

Tenderers are free to choose where the personal data will be processed or stored as long as they comply with the contractual obligations on data processing (Art.I.9.2 and Art. II.9) and, in particular, with the requirements for transfer of personal data to third countries and international organisations laid down in Chapter V of Regulation (EU) 2018/1725²⁶.

Tenderers must specify in their technical offer the location where the personal data will be processed and stored only where this location is outside the territory of the European Union or the European Economic Area. If no location is specified in the tender, the *Contracting authority* will consider that the personal data will be processed and stored only within the territory of the European Union or the European Economic Area.

No	TECHNICAL AWARD CRITERIA	CONTENT OF TECHNICAL OFFER	MAX POINTS
1	Organisation of work: <ul style="list-style-type: none"> adequacy of the proposed organisational structure; suitability and usage of the proposed resources (quality and composition of the proposed team members and proposed IT solution) assigned for: 	Description of the proposed resources (staff and IT solutions) with regard to suitability for the purposes specified.	20

²⁶ Regulation (EU) 2018/1725 of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC, OJ L 295/39, 21.11.2018, <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32018R1725&from=EN>

	<ul style="list-style-type: none"> ○ the provision of information with regard to cybersecurity in all aviation areas or transportation sector or in the relevant IT security field. ○ the provision and maintenance of the IT based platform. ○ the provision and maintenance of the cyber threat intelligence news feed aggregator. ○ the hosting and maintenance of the Malware Information Sharing Platform (MISP). 		
2	<p>Quality of the offer and methodology in terms of:</p> <ul style="list-style-type: none"> • level of conformity and quality of the offer provided in relation to the defined specification (section 2.3.2). • understanding of cyber threats to transportation and commercial/business aviation. • cyber threat intelligence process and associated intelligence lifecycle (cyber threat intelligence process, detailing the different activities, actors/roles, products and deliverables). • intelligence lifecycle, detailing different phases of the lifecycle (e.g. plan, collect, transform, analyse & produce, share and evaluate). • appropriateness of the whole proposed cyber threats data driven identification and assessment methodology approach (in particular data gathering, hosting, sharing, synchronising, interpretation, formulation of conclusions and recommendations). • use of data driven methodology for the provision of cyber threat intelligence. • use of data driven methodology for the provision of cyber threat intelligence news feed aggregator. • use of aviation specific cyber data and assessments. • capability to issue instantaneous and relevant cyber reports and pushed alerts. 	<ul style="list-style-type: none"> • Description of how the tenderer intends to respond to the technical specification. • Description of the tenderer’s understanding of cyber threats to transportation and commercial/business aviation. • Description of the cyber threat intelligence process and associated intelligence lifecycle. • Description of the proposed data driven assessment methodology approach for cyber threat intelligence. • Description of the proposed data driven assessment methodology approach for cyber threat intelligence news aggregator. • Description of usage of aviation specific cyber data and assessments. • Description of the capability to instantaneous issue relevant cyber reports and pushed alerts. • Description of the capability to host, administer, maintain and update the already existent EASA Malware information Sharing Platform (MISP). 	50

	<ul style="list-style-type: none"> capability to host, administer, maintain and update the already existent EASA Malware information Sharing Platform (MISP). 		
3	Case study cyber-attack: Quality and content of the report(s) (Annex VI)	Simulation exercise	30
	TOTAL		100

3.3.2 Assessment of Price

Financial Evaluation

The financial evaluation will be made on the basis of the prices offered in the financial offer (Annex V). The financial offer must be presented strictly in the format provided in **Annex V** and shall comprise of:

- ✓ **Part A – Price list**, which will be taken into account as the valid and binding prices for the later contract implementation, and,
- ✓ **Part B – Scenario**, which is derived from the prices presented in Part A, and form the basis of the financial evaluation as described below.

The financial offers will be first checked for any arithmetical errors in computation and summation. [Errors will be corrected by the Evaluation Committee as follows: where there is a discrepancy between a unit price and the total amount derived from the multiplication of the unit price and the quantity, the unit price as quoted will be the price taken into account.

Any tenderer submitting a financial scenario²⁷ exceeding the budget referred to in section 2.4.4 shall be rejected.

The financial score shall be calculated based on the following formula:

$$\text{Financial Score for Tender X} = 100 * (\text{Lowest total amount deriving from scenario} / \text{Total amount deriving from scenario of Tender X})$$

Financial Offer

- The financial offer must be presented in the format provided in **Annex V**.
- Every tenderer is required to verify that the results of all data entered in the model financial offer are correct and ensure that all averages, sub-totals, totals etc. are correct and consistently provided.
- A price shall be indicated for each category and must not amount to zero. Failure to comply with this requirement may lead to rejection of the tender.

²⁷ For details of the scenario please see Annex V

- **Please note that the prices indicated are maximum prices, and will be binding on the contractor throughout the contract implementation.**
- Prices must be quoted in **EURO** and include all expenses necessary to perform the contract. **No further reimbursements shall be made whatsoever.**
- The price quoted is fixed and shall be subject to **NO revision.**
 - For “on-demand” services, the ordered quantity in the specific contract shall be provisional. The Agency will inform the contractor by e-mail on a particular need and thus gradually consume the services up to the ordered quantity. Invoicing shall be done based on units actually retrieved.
 - A man-day is defined as eight working hours (excluding breaks and travel). The minimum time to be invoiced is set to 0,25 man-day.
- Prices must be quoted free of any duties, taxes (such as VAT) and/or other charges, as EASA is exempt from such charges under Articles 3 and 4 of the Protocol on the privileges and immunities of the European Union.
- Costs incurred in preparing and submitting tenders are borne by the tenderer and shall not be reimbursed.

3.3.3 Contract Award - Choice of the Selected Tender

The most economically advantageous tenders are established by weighing technical quality against price on a 60/40 basis.

The consolidated score for each tenderer will be calculated as follows:

$$\text{Consolidated score} = \text{Technical score} * 0,6 + \text{Financial score} * 0,4$$

Should the outcome of the formula lead to two or more tenders with the same result, the tenderer that has been awarded the highest marks for quality will be deemed to be the most economically advantageous tender.

The framework contract will be awarded to the best ranked tender.

ANNEX I - TENDER SUBMISSION FORM

1. SUBMITTED by (i.e. the identity of the tenderer)	
Tenderer (Legal Name)	
Legal Address	
Postal Address for Tender (if different from above)	
Nationality (country of registration)	
VAT Registration Number	
SME (small or medium-sized enterprise ²⁸)	YES <input type="checkbox"/> / NO <input type="checkbox"/>

2. CONTACT PERSON for this Tender (to act as focal point for all communication which may take place between EASA and the tenderer)	
Name	
Position	
Organisation	
Address	
Telephone	
E-mail	

3. AUTHORISED SIGNATORY for this Tender (i.e. legally authorised representative of the tenderer)	
Name	
Position	
Address	
Documentary Evidence Attached	<input type="checkbox"/> Supporting documents providing evidence that above-mentioned signatory is legally empowered to represent / sign on behalf of the tenderer attached.

²⁸ <http://eur-lex.europa.eu/legal-content/EN/LSU/?uri=CELEX%3A32003H0361>

4. INFORMATION ON JOINT TENDERS

Tender is submitted on behalf of a Consortium (*indicate as applicable*) YES ☐ / NO ☐

Role	Name(s) of legal entity or entities submitting this tender	SME (small or medium-sized enterprise ²⁹)	Nationality
Leader (as above)		YES <input type="checkbox"/> / NO <input type="checkbox"/>	
Member 1		YES <input type="checkbox"/> / NO <input type="checkbox"/>	
Member 2		YES <input type="checkbox"/> / NO <input type="checkbox"/>	

Add / delete lines for consortium members as appropriate. Please note that a sub-contractor IS NOT considered to be a consortium member.

5. INFORMATION ON SUB-CONTRACTING

Tenderer shall make use of sub-contractors (*indicate as applicable*) YES ☐ / NO ☐

In line with section 1.6 we/I undertake to guarantee the eligibility of the sub-contractor(s) for the parts of the contract for which we have stated our intention to sub-contract in the technical offer.

Name	Nationality	Roles/tasks during contract execution	Proportion of subcontracting (% of contract volume)
		TOTAL % of subcontracting	0,00%

Add / delete lines for sub-contractors as appropriate.

²⁹ <http://eur-lex.europa.eu/legal-content/EN/LSU/?uri=CELEX%3A32003H0361>

6. SUBMISSION CHECKLIST (i.e. content of the offer) - Our tender is made up of the following documents, duly signed and dated:

ADMINISTRATIVE DOCUMENTS				
Document	To be submitted by:			Where to fill in / upload the document in eSubmission application
	Single Tenderer / Consortium Leader	Consortium Members	Sub-contractors	
✓ Tender Submission Form (front page of admin docs) – using template in Annex I .	<input type="checkbox"/>	N/A	N/A	✓ Step "Parties" → section "Attachments" → tab "Other documents"
✓ Declaration on Honour (section 3.1 Exclusion Criteria) – using template in Annex II .	<input type="checkbox"/>	<input type="checkbox"/>	N/A	✓ Step "Parties" → section "Attachments" → area "Declaration on honour" ✓ <u>In case of Consortia</u> : Further Declarations on Honour for Consortium Members: Step "Parties" → section "Attachments" → tab "Other documents"
✓ Evidence that the person signing the documents is an authorised representative of the entity	<input type="checkbox"/>	<input type="checkbox"/>	N/A	✓ Step "Parties" → section "Attachments" → tab "Other documents"
✓ <i>In case of sub-contracting (section 1.6): Sub-contractors Declaration</i> – Annex III .	N/A	N/A	<input type="checkbox"/>	✓ Step "Parties" → section "Attachments" → tab "Other documents"
✓ Financial Identification Form – using the template downloadable from the EC Webpage: http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial-id_en.cfm	<input type="checkbox"/>	N/A	N/A	✓ Step "Parties" → section "Attachments" → tab "Other documents"

✓ Legal Entity Form (section 3.2.1 Legal & Regulatory Capacity) – using the form indicated in section 3.2.1 and providing the supporting documents as requested therein.	<input type="checkbox"/>	<input type="checkbox"/>	N/A	✓ Step "Parties" → section "Attachments" → tab "Legal and regulatory capacity"
✓ Economic & Financial Capacity Documents (section 3.2.2) – using template in Annex IV.a accompanied by the documents requested therein.	<input type="checkbox"/>	<input type="checkbox"/>	N/A	✓ Step "Parties" → section "Attachments" → tab "Economic and financial capacity"
✓ <i>In case of consortia (section 1.5): Consortium agreement (if already available), or, powers of attorney</i> issued by the consortium members empowering the representative of the consortium leader (tenderer) to submit a tender and to sign contracts on their behalf.	<input type="checkbox"/>	<input type="checkbox"/>	N/A	✓ Step "Parties" → section "Attachments" → tab "Other documents"
TECHNICAL DOCUMENTS				
✓ Technical & Professional Capacity Documents (section 3.2.3 – evidence required). ✓ Technical Offer (section 3.3.1 of the specifications).	<input type="checkbox"/>			✓ Step "Parties" → section "Attachments" → tab "Technical and professional capacity" ✓ Step "Tender Data" → tab "Technical offer"
FINANCIAL DOCUMENTS				
✓ Financial Offer (section 3.3.2) - using the template in Annex V	<input type="checkbox"/>			✓ Step "Tender Data" → tab "Financial offer"

7. DECLARATION

I, the undersigned, **being the authorised signatory** of the above tenderer (including all consortium members, in the case of a consortium), hereby declare that we have examined and accept without reserve or restriction the entire contents of the tender specifications for the tender procedure referred to above.

Furthermore we hereby solemnly declare that:

- **In the case of consortium:** We are fully aware that, in the case of a consortium, the composition of the consortium cannot be modified in the course of the tender procedure except with the prior written authorisation of EASA. We are also aware that the consortium members would have joint and several liability towards EASA concerning participation in both the above procedure and any contract awarded to us as a result of it.
- Further to the invitation to tender and tender specifications, we hereby explicitly declare and confirm the unconditional and irrevocable binding effect of our reply to this call for tenders, in particular the technical and financial offer together with any other evidence or information submitted.
- We accept the **validity period** stipulated in section **1.9** of the Tender Specifications.
- We declare and confirm our unconditional and irrevocable **acceptance of all the terms and conditions** set out in the Procurement Documents (Contract Notice, Procurement Documents - Part I - invitation to tender, Part II - tender specifications and Part III - draft contract) and, where appropriate, waiver of our own general or specific terms and conditions. *Please note that this acceptance shall be fully binding on the tenderer as of submission of the tender and, in case of successful contract award, for the entire duration of the contract.*
- **Professional Conflicting Interest:**
 - We are not and shall not be in any situation which could give rise to a professional conflicting interest in what concerns the performance and/or implementation of the contract.
 - We also declare that in the case that we are found to be in a situation of professional conflicting interest, in relation to this tender / contract, we understand that our tender shall be rejected.
 - In the event of the contract being awarded to us, we undertake to act with complete impartiality and in good faith in what concerns its performance and outcome and to immediately declare to EASA in writing any situation that might raise concerns with respect to professional conflicting interest, impartiality or otherwise affect our position/ability to duly and appropriately perform the contract.
- We are aware that there is **no possibility of negotiating the contract** and, should the contract be awarded to us hereby undertake to duly sign it with the same terms and conditions and substantially in the form enclosed in the procurement documents.
- We are also aware and agree that **non-acceptance of terms and/or conditions** as cited above **may lead to the exclusion of our tender** for non-compliance with the tender conditions.
- We declare compliance with applicable environmental, social and labour law obligations established by Union law, national legislation, collective agreements or the international environmental, social and labour conventions listed in Annex X to the Public Procurement Directive³⁰, as well as compliance with the data protection obligations resulting from Regulation (EU) 2016/679³¹.

Full name	
Signature	
Date	

³⁰ Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014, <http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex:32014L0024>.

ANNEX II - DECLARATION ON HONOUR (ON EXCLUSION CRITERIA & SELECTION CRITERIA)

(To be completed by tenderer and (in the case of joint tenders) by each consortium member)

Name of the individual:	
ID or Passport number:	
Representing* [himself/herself][the following legal person]:	
Full official name:	
Official legal form	
Full official address:	
Statutory registration number:	
VAT registration number:	

**Please choose adequate form and delete as appropriate – individual representing themselves (i.e. freelance consultant, expert etc.) or individual representing a legal body (i.e. company, organisation etc.)*

The person is not required to submit the declaration on exclusion criteria if the same declaration has already been submitted for the purposes of another award procedure of the same contracting authority (EASA), provided the situation has not changed, and that the time that has elapsed since the issuing date of the declaration does not exceed one year.

In this case, the signatory declares that the person has already provided the same declaration on exclusion criteria for a previous procedure and confirms that there has been no change in its situation:

Date of the declaration	Full reference to previous procedure

A. DECLARATION ON HONOUR ON EXCLUSION CRITERIA

I. SITUATIONS OF EXCLUSION CONCERNING THE PERSON		
(1) Declares whether the above-mentioned person is in one of the following situations or not (PLEASE TICK YES OR NO):	YES	NO
(a) it is bankrupt, subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under Union or national law;	<input type="checkbox"/>	<input type="checkbox"/>

³¹ Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), OJ L 119, 4.5.2016, p. 1–88 .

(b) it has been established by a final judgement or a final administrative decision that the person is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;	<input type="checkbox"/>	<input type="checkbox"/>
(c) it has been established by a final judgement or a final administrative decision that the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:		
(i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of eligibility or selection criteria or in the performance of a contract or an agreement;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) entering into agreement with other persons or entities with the aim of distorting competition;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) violating intellectual property rights;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) attempting to influence the decision-making process of the contracting authority during the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(d) it has been established by a final judgement that the person is guilty of any of the following:		
(i) fraud, within the meaning of Article 3 of Directive (EU) 2017/1371 and Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) corruption, as defined in Article 4(2) of Directive (EU) 2017/1371 or active corruption within the meaning of Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997, or conduct referred to in Article 2(1) of Council Framework Decision 2003/568/JHA, or corruption as defined in other applicable laws;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) conduct related to a criminal organisation, as referred to in Article 2 of Council Framework Decision 2008/841/JHA;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) money laundering or terrorist financing, within the meaning of Article 1(3), (4) and (5) of Directive (EU) 2015/849 of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(v) terrorist offences or offences related to terrorist activities as well as of inciting, aiding, abetting or attempting to commit such offences defined in Articles 3, 14 and Title III of Directive (EU) 2017/541 of the European Parliament and of the Council of 15 March 2017 on combating terrorism;	<input type="checkbox"/>	<input type="checkbox"/>
(vi) child labour or other offences concerning trafficking in human beings as referred to in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(e) it has shown significant deficiencies in complying with the main obligations in the performance of a contract or an agreement financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by a contracting authority, the European Anti-Fraud Office (OLAF) or the Court of Auditors;	<input type="checkbox"/>	<input type="checkbox"/>

(f) it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;	<input type="checkbox"/>	<input type="checkbox"/>
(g) it has been established by a final judgment or final administrative decision that the person has created an entity in a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration or principal place of business;	<input type="checkbox"/>	<input type="checkbox"/>
(h) <i>(only for legal persons)</i> it has been established by a final judgment or final administrative decision that the person has been created with the intent referred to in point (g);	<input type="checkbox"/>	<input type="checkbox"/>
(2) Declares that, for the situations referred to in points (1) (c) to (1) (h) above, in the absence of a final judgement or a final administrative decision, the person is ³² : (PLEASE TICK YES OR NO):	YES	NO
(i) subject to facts established in the context of audits or investigations carried out by the European Public Prosecutor's Office, the Court of Auditors, or the internal auditor, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body;	<input type="checkbox"/>	<input type="checkbox"/>
(ii). subject to non-final judgments or non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics;	<input type="checkbox"/>	<input type="checkbox"/>
(iii). subject to facts referred to in decisions of entities or persons being entrusted with EU budget implementation tasks;	<input type="checkbox"/>	<input type="checkbox"/>
(iv). subject to information transmitted by Member States implementing Union funds;	<input type="checkbox"/>	<input type="checkbox"/>
(v). subject to decisions of the Commission relating to the infringement of Union competition law or of a national competent authority relating to the infringement of Union or national competition law;	<input type="checkbox"/>	<input type="checkbox"/>
(vi). informed, by any means, that it is subject to an investigation by the European Anti-Fraud office (OLAF): either because it has been given the opportunity to comment on facts concerning it by OLAF, or it has been subject to on-the-spot checks by OLAF in the course of an investigation, or it has been notified of the opening, the closure or of any circumstance related to an investigation of the OLAF concerning it.	<input type="checkbox"/>	<input type="checkbox"/>

II. SITUATIONS OF EXCLUSION CONCERNING NATURAL OR LEGAL PERSONS WITH POWER OF REPRESENTATION, DECISION-MAKING OR CONTROL OVER THE LEGAL PERSON AND BENEFICIAL OWNERS

[Not applicable when the tenderer/candidate is a natural person, a Member State or a local authority]

(3) The signatory declares that a natural or legal person who is a member of the administrative, management or supervisory body of the above-mentioned legal person, or who has powers of representation, decision or control with regard to the above-mentioned legal person (this covers e.g. company directors, members of the management or supervisory bodies, and cases where one natural or legal person holds a majority of shares), or a beneficial owner of the person (as defined by point 6 of Article 3 of Directive (EU) No 2015/849) is in one of the following situations (PLEASE TICK YES OR NO OR N/A):	YES	NO	N/A
Situation (1)(c) above (grave professional misconduct)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

³² The declaration under this point (2) is voluntary and it cannot have adverse legal effect on the economic operator until the conditions of Article 141(1) (a) FR are met.

Situation (1)(d) above (fraud, corruption or other criminal offence)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (1)(e) above (significant deficiencies in performance of a contract)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (1)(f) above (irregularity)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (1)(g) above (creation of an entity with the intent to circumvent legal obligations)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (1)(h) above (person created with the intent to circumvent legal obligations)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

III. SITUATIONS OF EXCLUSION CONCERNING NATURAL OR LEGAL PERSONS ASSUMING UNLIMITED LIABILITY FOR THE DEBTS OF THE LEGAL PERSON

Not applicable when the tenderer or candidate is a natural person, a Member State, a local authority or legal persons with limited liability

(4) Declares that a natural or legal person assuming unlimited liability for the debts of the above-mentioned legal person is in one of the following situations or not (PLEASE TICK YES OR NO OR N/A):	YES	NO	N/A
Situation (a) above (bankruptcy)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (b) above (breach in payment of taxes or social security contributions)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

IV. OTHER GROUNDS FOR REJECTION FROM THIS PROCEDURE

(5) Declares that the above-mentioned person is in the following situation or not (PLEASE TICK YES OR NO):	YES	NO
Was previously involved in the preparation of the procurement documents used in this award procedure, where this entailed a breach of the principle of equality of treatment including distortion of competition that cannot be remedied otherwise.	<input type="checkbox"/>	<input type="checkbox"/>

V. REMEDIAL MEASURES

If the person declares one of the situations of exclusion listed above, it may indicate remedial measures it has taken to remedy the exclusion situation, in order to allow the authorising officer to determine whether such measures are sufficient to demonstrate its reliability. This may include e.g. technical, organisational and personnel measures to prevent further occurrence, compensation of damage or payment of fines or of any taxes or social security contributions. The relevant documentary evidence which illustrates the remedial measures taken must be provided in annex to this declaration. This does not apply for situations referred in point (1)(d) of this declaration.

VI. EVIDENCE UPON REQUEST

Upon request and within the time limit set by the contracting authority the person must provide information on natural or legal persons that are members of the administrative, management or supervisory body or that have powers of representation, decision or control, including legal and natural persons within the ownership and control structure and beneficial owners and appropriate evidence that none of those persons are in one of the exclusion situations referred to in (1) (c) to (f).

It must also provide the following evidence concerning the person itself and the natural or legal persons on whose capacity the person intends to rely, or a subcontractor and concerning the natural or legal persons which assume unlimited liability for the debts of the person:

For the situations described in points (1): (a), (c), (d), (f), (g) and (h), above, a recent extract from the judicial record or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied.

For the situations described in point (1) (a), (b), recent certificates issued by the competent authorities of the country of establishment . These documents must provide evidence covering all taxes and social security contributions for which the person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above is not issued in the country of establishment, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

The person is not required to submit the evidence if it has already been submitted for another award procedure of the same contracting authority (EASA). The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
<i>[Insert as many lines as necessary.]</i>	

The person is not required to submit the evidence if it can be accessed on a national database free of charge. The signatory declares that the following internet address of the database/identification data provide access to the evidence required.

Internet address of the database	Identification data of the document
<i>[Insert as many lines as necessary.]</i>	

B. DECLARATION ON HONOUR ON SELECTION CRITERIA

Selection criteria applicable to the tenderer/candidate as a whole-consolidated assessment
(to be filled ONLY by the sole candidate/tenderer or the group leader in case of a joint tender)

The person, being a sole candidate/tenderer/the group leader of a joint tender/request to participate, submitting a request to participate/tender for the above procedure, declares that the candidate/tenderer, including all members of the group in case of joint tender/request to participate, subcontractors and entities on whose capacity the tenderer intends to rely if applicable: (PLEASE TICK YES OR NO):	YES	NO
(a) fulfils all the selection criteria for which a consolidated assessment will be made as provided in the tender specifications;	<input type="checkbox"/>	<input type="checkbox"/>
(b) is not subject to conflicting interests which may negatively affect the contract performance;	<input type="checkbox"/>	<input type="checkbox"/>

In case of a procedure with lots the above statements apply to the lot(s) for which the request to participate/tender is submitted.

In case of a procedure with lots the above statements apply to the lot(s) for which the request to participate/tender is submitted.

VII. EVIDENCE FOR SELECTION

The person must be able to provide the selection criteria supporting documents listed in the relevant sections of the tender specifications.

Where the evidence is not required to be provided with the request to participate/tender, the person is invited to prepare in advance the documents related to the evidence, since the contracting authority may request to provide these in a short deadline.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure of the same contracting authority (EASA). The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
[Insert as many lines as necessary.]	

The person is not required to submit the evidence if it can be accessed on a national database free of charge. The signatory declares that the following internet address of the database/identification data provide access to the evidence required.

Internet address of the database	Identification data of the document
[Insert as many lines as necessary.]	

C. DECLARATION ON HONOUR ON ESTABLISHED DEBT TO THE UNION

(to be filled ONLY by the sole candidate/tenderer or the group leader in case of a joint tender)

The person, being a sole candidate/tenderer/the group leader of a joint tender/request to participate, submitting a request to participate/tender for the above procedure, declares that the candidate/tenderer, including all members of the group in case of joint tender/request to participate, subcontractors: (PLEASE TICK YES OR NO):	YES	NO
Does not have an established debt to the Union	<input type="checkbox"/>	<input type="checkbox"/>

The above-mentioned person must immediately inform the contracting authority of any changes in the situations as declared.

The above-mentioned person may be subject to rejection from this procedure and to administrative sanctions (exclusion or financial penalty) if any of the declarations or information provided as a condition for participating in this procedure prove to be false.

Full name	
Signature	
Date	

ANNEX III – SUB-CONTRACTORS DECLARATION

(To be completed by each sub-contractor including freelance consultants)

<Letterhead of the sub-contractor or other entity on whose resources to rely>

Name of Tenderer:	
Name of the individual <i>(authorised signatory)</i>	
representing the following legal person: <i>(only if the economic operator is a legal person)</i>	
Name of Company / Organisation:	
Legal address:	
Registration number/ID Card No.:	
VAT number:	

DECLARATION OF INTENT
I, the undersigned, being the authorised signatory of the above company hereby solemnly declare and confirm our irrevocable undertaking to collaborate with the above named tenderer should they win the contract and that all appropriate and necessary resources from our part shall be put at the tenderer’s disposal for the performance of the contract.
DECLARATION ON HONOUR (ON EXCLUSION CRITERIA)
Furthermore, declares on oath that the above-mentioned natural/legal person is not in one of the situations of exclusion/professional conflicting interest listed in Articles 136 and 141(1) of the Financial Regulation (FR) ³³ .

Full name	
Signature	
Date	

³³ Regulation (EU, Euratom) No 1046/2018 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, repealing Regulation (EC, Euratom) No 966/2012 (OJ L 193 of 30.07.2018, p. 1).

ANNEX IV.a – SELECTION CRITERIA – 3.2.2 ECONOMIC & FINANCIAL CAPACITY

Name of Tenderer:	
<i>(In case of consortia:</i> Name of Consortium Member:)	

In line with section 3.2.2 – Economic & Financial Capacity (Selection Criteria) please complete the table below with the information and supporting documents requested.

a. Statement of Annual Turnover [concerning the services/supplies covered by the contract]		
Year	Annual Turnover (<i>indicating currency</i>)	Balance Sheets or Extracts from Balance Sheets Provided / Attached to Offer
2021	<complete>	N/A
2020	<complete>	<input type="checkbox"/>
2019	<complete>	<input type="checkbox"/>

ANNEX IV.b – SELECTION CRITERIA – 3.2.3 TECHNICAL & PROFESSIONAL CAPACITY – EXPERIENCE OF THE TENDERER]

Name of Tenderer:	
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In line with section 3.2.3 – Technical & Professional Capacity (Selection Criteria) please complete the table below with the information and supporting documents requested.

	Client /Company Name**	Project / Contract Start – End Date	Description of Services	Financial Volume of Services (EUR)***
1.				
2.				
3.	*			

*More rows/columns can be added by the tenderer where necessary

** Where this cannot be disclosed, please indicate company type or equivalent

*** Where this cannot be disclosed other means to verify the scope/volume shall be presented i.e. range

ANNEX IV.c – TECHNICAL & PROFESSIONAL CAPACITY - OVERVIEW OF PROPOSED PERSONNEL

Name of Tenderer:	
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In line with section 3.2.3 – Technical & Professional Capacity (Selection Criteria) please complete the table below with the information and supporting documents requested.

	Name	Role / Main Responsibilities in [Project Team/Contract Implementation]	Employment Status (<i>i.e. employed, sub-contracted, staff member of consortium partner etc.</i>)	CV included in offer
1.				<input type="checkbox"/>
2.				<input type="checkbox"/>
3.				<input type="checkbox"/>
4.				<input type="checkbox"/>
5.				<input type="checkbox"/>

**More rows/columns can be added by the tenderer where necessary*

ANNEX V - MODEL FINANCIAL OFFER

Name of Tenderer:	
--------------------------	--

Part A – PRICE LIST

Item	Description	Price in EURO
1	Initial setup of the Cybersecurity platform	
2	Yearly service fee for the provision and maintenance of the Cybersecurity Platform ³⁴	
3	Yearly service fee for cyber threat intelligence news feed aggregator	
4	Yearly service fee to host, administer, maintain and update EASA’s MISP (Malware information Sharing Platform)	
5	On-demand: Cybersecurity Senior Data Analyst for the provision of services as described in section 2.3.2 D. (price per man day)	
6	On-demand: Cybersecurity Junior Data Analyst for the provision of services as described in section 2.3.2 D. (price per man day)	

Note:

- Please note that the prices indicated in Part A, are maximum prices, and will be binding on the contractor throughout the contract implementation. All prices should be consistent and proportionate and will form the basis of the total scenario price in Part B.
- Prices must be quoted in **EURO** and include all expenses necessary to perform the contract. **No further reimbursements shall be made whatsoever.**
- Prices must be quoted free of any duties, taxes (such as VAT) and/or other charges, as EASA is exempt from such charges under Articles 3 and 4 of the Protocol on the privileges and immunities of the European Union.
- A price shall be indicated for each category and must not amount to zero. Failure to comply with this requirement may lead to rejection of the tender.

³⁴ This includes the provision of cyber threat information and the provision of the platform

- Every tenderer is required to verify that the results of all data entered in the model financial offer are correct and ensure that all averages, sub-totals, totals etc. are correct and consistently provided.
- The price quoted is fixed and shall be subject to **NO revision**.
- For “on-demand” services, the ordered quantity in the specific contract shall be provisional. The Agency will inform the contractor by e-mail on a particular need and thus gradually consume the services up to the ordered quantity. Invoicing shall be done based on units actually retrieved.
- A man-day is defined as eight working hours (excluding breaks and travel). The minimum time to be invoiced is set to 0,25 man-day.

Part B – SCENARIO

This scenario represents the total costs over the full contract duration of four years.

To ease the calculation, tenderers are invited to fill in the enclosed Annex V in Excel format.

Item & Description	Price in EURO derived from Part A – PRICE LIST	Multiplier	Costs in EURO
1. Initial setup of the Cybersecurity platform	Do not enter data here	1	Do not enter data here
2. Yearly service fee for the provision and maintenance of the Cybersecurity Platform	Do not enter data here	4	Do not enter data here
3. Yearly service fee for cyber threat intelligence news feed aggregator	Do not enter data here	4	Do not enter data here
4. Yearly service fee to host, administer, maintain and update EASA’s MISP (Malware information Sharing Platform)	Do not enter data here	4	Do not enter data here
5. On-demand: Cybersecurity Senior Data Analyst for the provision of services as described in section 2.3.2 D. (price per man day)	Do not enter data here	16	Do not enter data here
6. On-demand: Cybersecurity Junior Data Analyst for the provision of services as described in section 2.3.2 D. (price per man day)	Do not enter data here	64	Do not enter data here
Total price for simulation exercise “Cybersecurity” from Annex VI	Do not enter data here	104	Do not enter data here
Total costs over the duration of the framework contract			Do not enter data here

Note:

- **The prices used for the scenario should be consistent with Part A – PRICE LIST.**
- **Please note that this is only a scenario used for the financial evaluation, it is not binding for the framework contract implementation.**



ANNEX VI – SIMULATION EXERCISE

Case study: cyber-attack on SITA (www.sita.aero)

News media:

Airlines warn passengers of data breach after aviation tech supplier SITA is hit by cyberattack

Scenario:

Airline technology provider SITA confirmed that its servers were breached in a cyber-attack, leading to a data security incident involving certain passenger data that was stored on SITA Passenger Service System servers in the US, which operates passenger processing systems for airlines. The company provides IT of services to about 90% of the world's airlines and claims that the attack was highly sophisticated.

Task:

Depending on the technical information available on the cyber event, the tenderer shall develop one preferably two reports, each from 2 - 4 pages, and to provide a financial offer based on the price list indicated in Annex V. The report(s) shall be similar to the one that would be delivered to the agency in case of a cyber event during the course of the contract.

The case study is based on a real cyber-attack, all relevant information is available in the world-wide-web.

Objectives:

Considering as much as possible the guidelines in section 2.3.2 B:

Report 1 - GTM (General Threat Memo)

The GTM report shall describe the cyber event discovered, the impact it has on the victim, details on the Threat Actor, sector, location, direct or indirect impact it may have on the aviation sector, lessons learned and possible mitigation means.

Content 1:

- Key Points (2-4 bullet points)
- Summary
- Description of the cyber event
- Analysis/ comments of the cyber event
- Conclusions/ lessons learned
- Mitigation means/ recommendations
- Source

Report 2 - TTM (Technical Threat Memo)

The TTM report shall briefly describe the cyber event discovered, TLP (Traffic Light Protocol), TTPs (Tactics, Techniques, and Procedures), details on the Threat Actor, motive, sector, location, direct or indirect impact it may have on the aviation sector, lessons learned and possible mitigation means.

Content 2:

- Key Points (2-4 bullet points)
- Summary
- Assessment (category, type, location-victim, sector, confidence)
- Threat actor (location, motive)
- Known tools used
- Technical analysis (threat categories, threat level attack)

- Source reliability
- Information credibility
- Conclusions/ lessons learned
- Mitigation means/ recommendations
- Sources

Price

The price of the report shall be calculated using the following format:

Item & Description	Price in EUR in accordance with Annex V	Number of man days	Total price
5. Cybersecurity Senior Data Analyst (price per man day)			
6. Cybersecurity Junior Data Analyst (price per man day)			
Total price for simulation exercise “Cybersecurity” ³⁵			

³⁵ This price shall be considered for the scenario in Annex V and thus be used for the financial evaluation of the tender.

Procurement Documents

Part III

Draft Contract

