

## **OPEN CALL FOR TENDERS**

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

### **Tender Documentation**

### **Events Organisation and Meeting Management services**

### **ENISA F-EDO-22-T27**

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

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## 1.1 INTRODUCTION

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

## 1.2 SCOPE

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

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

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

## 1.3 OBJECTIVES

The Agency's objectives are as follows:

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

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

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## 2. ADDITIONAL INFORMATION


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

## PART 2 TERMS OF REFERENCE

### I. SCOPE OF THIS TENDER

By means of this Call for Tenders ENISA seeks to conclude a single framework service contract with an economic operator capable of providing a wide range of services to support events organisation and meeting management.

Subject of the tender	Maximum budget
Events Organisation and meeting management services	A maximum budget of <b>€7.000.000,00 (Seven million euro)</b> over the maximum possible period of <b>4 years</b>
Last date for <u>dispatch</u> of offers	<b>12<sup>th</sup> September 2022 until 18:00 CEST</b>
<p><b>PLEASE NOTE:</b> <i>In the case where unforeseen circumstances result in this contract being consumed faster than originally planned, the Agency reserves the right to consider conducting a 'Negotiated procedure without prior publication of a contract notice' with the existing contractor in order to increase the maximum amount stated above by <b>up to 50%</b>. This procedure being fully in accordance with Article 164(4) and Annex I - point 11.1(e) of the EU Financial Regulation (FR).</i></p> <p><b>PLEASE NOTE:</b> <i>This tender procedure is limited to tenderers which are legally incorporated or which have an incorporated subsidiary in a member state of the European Union/EEA as well as SAA countries<sup>1</sup>. The Agreement on Government Procurement (GPA) does not apply to EU Regulatory Agencies and as such, ENISA cannot accept offers from legal entities based in 'third countries'.</i></p> <p><b>IMPORTANT: For entities outside the EU (including UK based entities):</b> <i>The United Kingdom is now considered a 'third country by the European Union'. ENISA cannot therefore accept submissions from legal entities based in the UK, nor can a UK legal entity be nominated as part of a consortium. Subcontracting of UK (and other third country) entities is allowed. In these cases, any transfer of personal data to third countries shall only take place after prior authorisation of ENISA and shall fully comply with the requirements laid down in Chapter V of Regulation (EU)2018/1725.</i></p>	

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

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

## 1. GENERAL DESCRIPTION OF THE REQUIRED SERVICES

Events (such as conferences, meetings, seminars, workshops) and visits constitute an important channel of communication with the stakeholders of ENISA as they allow for interactive communication and dialogue. Events are also linked to formal requirements of the Agency as they entail meetings of the ENISA Management Board, Executive Board, Advisory Group and others.

ENISA hereby invites tenders concerning the provision of support services for organising meetings and events that may be hosted virtually, on ENISA premises or in third party premises (non-residential). Event organisation includes providing support to ENISA with environmentally sustainable events related services, such as:

- The development of an event's visual/technical/logistical concept;
- Booking and arranging meeting rooms, accommodation and catering services;
- Organising travel for participants
- Providing technical equipment and support before and during the event;
- Providing reception facilities;
- Proposing and providing virtual conference/meeting IT solutions;
- Producing environment friendly meeting materials, documents and promotional materials;
- Handling registration;
- Organising interpretation services, and other ancillary services such as security detail, if needed.

**NOTA BENE: All the services proposed must include calculations of carbon dioxide direct and indirect emissions.**

ENISA organises virtual, hybrid or physical events. The exact format of the meeting will depend on its type and goals and will be indicated in each specific request for service. Venues for ENISA events vary, depending on the objective and main stakeholders for the event. The majority of physical events take place in Athens or Brussels. However, the contractor may be requested to organise events in other EU Member States.

ENISA hereby invites tenders concerning the provision of event support services for meetings that may be hosted at the ENISA premises or in third party premises (non-residential). Events organisation entails providing support to ENISA with regard to conference related services such as meeting rooms, local restaurant providers, flights tickets, travel agent provider, local caterers, local technical support, reception facilities, technical equipment, production of badges, registration handling and possibly interpretation services.

Additionally, prospective bidders should be in the position to support ENISA with regard to the provision of suitable hotel accommodation either directly or through a contractor such as a travel agent and/or a hotel chain.

Venues for ENISA events vary according to the priorities of the interest group that organises or supports such meetings; prospective tenderers may be requested to make arrangements at locations throughout Member States' capitals or major cities and other locations.



In relation to all aspects of this Call for Tenders, notice has to be taken that English is the working language of ENISA.

By way of example, during 2019 (before COVID-19 related restrictions), ENISA held 89 events or meetings that required suitable organisational services. From 2022 onwards, an increase in the number of events organised in this framework, is envisaged. In general, ENISA organises events that fall under the categories outlined below.

The table hereinafter, gives an indication of the events and meetings for which the prospective contractor's support may be required. Tenderers are advised that figures provided in this document are indicative and the list is not exhaustive.

#### **Proposed 2023 Schedule (based on 2022 services)**

<b>Meeting/Event Description</b>	<b>Format</b>	<b>Annual Frequency</b>	<b>Range of participants</b>	<b>Indicative location</b>
<b>Institutional Meetings</b>				
<b>Management Board</b>	Physical and online	3	30-40	Athens
<b>Executive Board</b>	Physical and online	4	5-11	Mainly Athens, but ad hoc decisions may be taken (Brussels or other capital of the EU MS)
<b>Advisory Group</b>	Physical and online	2	30-45	Athens
<b>National Liaison Officer's Network</b>	Physical and online	3	10-30	Athens
<b>Stakeholders' Cybersecurity Certification Group</b>	Hybrid	4	50 on site	Brussels/Web-streaming
<b>European Cybersecurity Certification Group</b>	Hybrid	4	40 on site	Brussels/Web-streaming
<b>Operational Meetings</b>				
<b>Expert groups, workshops,</b>	Physical	Approx. 62	15-200	An EU Member State capital or major city

<b>conferences, seminars etc.</b>	Hybrid	Approx. 25	15-200 on site	An EU Member State capital or major city / Web-streaming
<b>Co-organised events</b>				
<b>Fora and Workshops</b>	Hybrid	Approx. 2	from 5 to 150	An EU Member State capital or major city / Web-streaming
<b>Corporate/staff events (not open to the public)</b>				
<b>Team building initiatives, management seminars, staff gatherings etc.</b>	Physical	Approx. 18	5-250	Athens

Participants generally do not pay registration fees for the meetings they attend.

Venues for ENISA events vary according to the priorities of the interest group that organises or supports such meetings; prospective contractor may be requested to make arrangements at locations across Member States' capitals, major cities or other locations.

The duration for the majority of events is 1, 1.5 or 2 days long.

Venue requirements for an array of events such as meetings, seminars, conferences, lunches, receptions typically range from 10 to 200 participants and they require the ability to provide adequate catering, support services and technical facilities, as specified in the tenderers proposal.

In the cases of hybrid events the prospective contractor must be able to organise live web streaming services, videoconference links using virtual conferencing software or any other software and technology allowing the real time engagement of participants (Q&A chat modules, social media plug-ins). The contractor will be duly briefed on a case-by-case basis when request for offers on individual assignments are sent.

The scope of individual assignments may include the services listed below. Services requested will be specified on a case-by-case basis for each assignment in a dedicated brief that will lead to the signature of an Order Form.

For all services that are not directly supplied by the contractor (e.g. catering), the prospective contractor will be asked to carry out a market research to identify subcontractors and local suppliers. The list of providers and their financial/technical proposals (including cancellation policies and fees) must be submitted to ENISA for selection on the basis of the best quality-price ratio. ENISA reserves the right to ask for more alternative financial proposals in case the offer(s) proposed does not meet expectations.

Costs of subcontracted services are considered as reimbursable costs to be supported by offers highlighting separately the net amounts and VAT, for which ENISA is exempt. The same is applicable to subcontractors' invoices supporting the payment to the Tenderer for the services provided.

The services that may be required during contract implementation are listed in the following paragraphs.

## OVERALL DESCRIPTION OF TASKS

Typically, before each event, ENISA sends to the prospective contractor a detailed description of all requirements within a notice period, depending on the number of participants<sup>2</sup> as follows:

- 1 month notice for events up to 60 participants;
- 2 months' notice for events with more than 60 participants

ENISA will make efforts to observe the above-mentioned notice periods, however the prospective contractor needs to remain flexible and to take into account that it is not always possible, due to the dynamics of select activities of the Agency. In exceptional cases therefore, the minimum notice period may be as brief as 2 weeks, for example if ENISA is called upon to organise an event related to the EU presidency of the Council on short notice.

For events of high complexity, including high-level events (events with a total cost that is greater than or equal to €15,000 and over 61 participants), the Tenderer shall be prepared to provide ENISA with the full range of services, as listed in the current tender specifications. At the same time, the Tenderer should be aware that depending on the nature of the event, not all services listed in the current specifications may be relevant for all events.

On the basis of a written request from ENISA, the prospective contractor presents at least three options for the main services requested that typically include the following:

- Meeting venue;
- Audio-visual equipment (microphones, beamer, laptop(s) etc.);
- Hotel accommodation;
- Lunch/dinner menus;
- Coffee/tea breaks (running coffee or 2 per day)

***It should be noted that all the services proposed must include calculations of carbon dioxide direct and indirect emissions.***

For events of basic complexity, with a total cost which is less than or equal to €3,000 (net price, service fee and VAT exempt) and with no more than 20 participants, the prospective contractor shall provide the Agency with at least two options for the services mentioned above (nevertheless three options would still be preferred).

Only in duly justified cases and communicated in writing, where the prospective contractor can prove that it is not possible to obtain the option volumes mentioned above to meet the requirements of ENISA, may the Agency authorise a lower number of options.

Following the receipt of this information, ENISA may make an on-site inspection of the prospective venues/hotels/restaurants, etc. and may request meetings with the management/project team leaders of the sub-contractors in order to obtain additional information about their experience and the

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<sup>2</sup> 'Participants' refers to external participants - i.e. guests. (Not ENISA staff)

conditions of their offers. A representative of the prospective contractor shall accompany ENISA staff during these inspections and meetings.

Following the on-site inspections and/or meetings, the prospective contractor may be requested to provide additional details about some or all of the services offered. If the information received satisfies ENISA, the prospective contractor shall make all necessary arrangements to provide the services in compliance with local commercial practices.

The prospective contractor shall be responsible to confirm that the pre-selected sub-contractors have the necessary experience and capacity to meet the requirements of ENISA. Furthermore, before and during the event the prospective contractor shall check that the infrastructure, the logistics arrangements and the equipment provided complies with ENISA expectations and requirements.

The provision of high-quality services to ENISA is extremely important for the success of any event; In case of non-compliance, the Tenderer shall be responsible for immediate rectification.

Tenderers need to consider the following aspects:

- The provision of conference venues/meeting rooms for: conferences, seminars, workshops, breakfasts, lunches, receptions and dinners will be required at various locations within the European Union.
- The number of events (as indicatively referred in the above-mentioned table).
- Capacity to provide meeting rooms on the dates requested and in line with service specifications required by ENISA, on a case by case basis following the general guidelines provided in these technical specifications.
- A cancellation policy completed with a refund policy and notice periods applicable, (including the change of travelling plans for participants) must be clearly outlined.

Additionally, flexibility during weekends and holidays is welcomed. In particular the prospective contractor has to be available for urgent queries arising outside normal working hours and stretching at least two hours before normal working hours and three hours after normal working hours. To this end, a specific after-hours phone number (fixed or mobile) shall be notified to the designated ENISA staff.

## 2. DESCRIPTION OF SERVICES TO BE PROVIDED

While each event may require several types of services that might call for specific negotiation between the prospective contractor and ENISA, the services and provisions listed below are indicative and divided into two categories: 'fixed price' and 'times and means'.

It should be noted that all the services proposed must include calculations of carbon dioxide direct and indirect emissions where and if applicable.

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## 2.1 CONSULTANCY SERVICES (INTRA MUROS)

- Provide guidance and support on events organisation aspects, to the development of event concepts and advise on the most appropriate formats and technical solutions to achieve given objectives.
- Plan and manage protocol arrangements in consultation with ENISA including the liaison with competent authorities at a local, regional, national or EU/international level. Arrangements might cover: seating arrangements at conferences and social events, special decoration, such as flowers, flags to be laid out according to the diplomatic protocol of the European Union, on-site security services as appropriate and requested, invitation to local authorities as applicable. The contractor may be required to prepare briefing documents for hostesses/stewards and/or ENISA's staff in charge of welcoming delegations.

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## 2.2 COORDINATION AND PROJECT MANAGEMENT ACTIVITIES FOR EACH EVENT/MEETING

- Provide ENISA with functional web-based ordering forms and/or workflows to manage each event on the basis of predefined service-based menus that can be complemented by specific requirements for each individual event.
- Support the development of event flows based on briefing by ENISA.
- Plan operations and develop a service catalogue with appropriate conditions and service parameters, checklists, specifying milestones and deadlines for all parties from first briefing by ENISA to post-event evaluation.
- Identify, brief, coordinate and supervise subcontractors before and during the event to ensure the consistent implementation of event formats.
- Draft briefings, service support documentation and presentations for event support staff.
- General administration: budgeting, contract management and invoicing.
- Day-to-day project management from contract signature to delivery.

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## 2.3 DELEGATE MANAGEMENT FROM INVITATION TO REGISTRATION

- The Contractor can be asked to manage participants' registration (mainly external participants' registration, but for some events also internal registration could be asked to be covered) preferably using online tools that will enable to have simple, structured and usable result on the participants' attendance in a meeting, conference and or to an event.
- The Contracting Authority reserves its right to choose the way and method it plans to organise the registration of participants in case of different events, conferences or meetings; to be defined in the order form for each event, as appropriate.
- The online registration page may include, but is not limited to, the following information:
  - A title of the event, workshop or conference with the dates and venue;
  - A field to include a visual banner;

- A field for the participant's contacts' details (including the full name, contact number, e-mail, address, position, organisation, country).
- If required, a separate field for participant's emergency contacts' details (including the full name, contact number, e-mail).
- A field for asking the participant's attendance at the catering and/or other events organised as part of the meeting (name of the event, date of the event, question on dietary requirements if relevant).
- If required, a separate field for indication whether participant agrees to be filmed/photographed during the event, conference or workshop for the purposes of a video productions, of publications (News Item or Press Release), of producing a report, or highlighting the event in Contracting Authority's social media channels.
- References to any other information that is relevant to Data Protection Rules, communication and contact details of the Contracting Authority.

***It is up to the Contracting Authority to specify which information to include to the registration page based on the needs of each event. This is to be specified in the Order Form for each event.***

- The outcome of the online registration has to be in a format that can be seamlessly shared with the Contracting Authority on a regular basis. It needs to be simple and well-structured.
- As an advantage to the online registration functionality will be a technical option that would enable to modify and/or to cancel already existing registration made by the participant.
- The Contractor has to communicate regularly the registration outcome to the Contracting Authority in writing according to the deadlines agreed with the Contracting Authority.
- The Contractor has to manually mark participant status when the event starts and when the event ends
- The Contractor has to upload attendance list following an overall event/meeting or a session level
- The Contractor is expected to produce certificates of attendance and any other suitable documentation in paper or in electronic format

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## **2.4 EVENT MANAGEMENT LIST AND ONLINE REGISTRATION PLATFORM INCLUDING WEB PORTAL, EVENTS MANAGEMENT SOFTWARE AND ENGAGEMENT TOOLS IN LINE WITH THE APPLICABLE DATA PROTECTION REQUIREMENTS**

- Create online registration processes for events/meetings of all sizes and types
- Create dynamic registration paths based on contact category, such as speaker, reimbursed participant or attendee.
- Monitor online registrations and create attendance reports. The prospective contractor is requested to alert ENISA if registration targets are not met and recommend corrective measures to achieve registration goals in case of significant deviations.
- Support registrant upload of documents such as presentations, biographies or other meeting documents.

- Support registrant upload of documents such as presentations, biographies or other meeting documents. Accept registration modifications or cancellations up until specified dates.
- The prospective Contractor is required to carry out the management of a participants' list on behalf of ENISA on the basis of instructions given by ENISA and containing such indicative items as the ones mentioned below:
  - Receipt of registrations and data entry.
  - Registration forms management via a web interface (per participant)
  - Day-to-day management and updating of the list of participants (logistics list).
  - Production of regularly updated lists of participants (for internal use).
  - Production of the final list of participants.
  - Participants list for local administration and printouts.
  - Dispatch information packs for external participants including all relevant details about a meeting or an event. Create and manage the database of participants.
  - Kiosk mode to provide attendees a self-service check-in
  - Registration statistics and overviews.
- An acknowledgement (by e-mail) of the event registration shall be sent to the registered participant within the same working day. Additional practical arrangements, if requested by ENISA, should be communicated at least five days prior to the event.

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#### **2.4.1 CONTACT MANAGEMENT**

- Store contacts per event in a central database
- Allow import/export of contacts using Excel
- Find invitees quickly with advances search
- Enable contacts to update their own information
- Create custom contact groups
- Merge duplicate contacts into one contact-record
- Segment contact database based on specific criteria

ENISA reserves its right to organise registration of participants including online registration by means of a web form using its own means. Pursuant to suitable communication and/or instructions, prospective contractor may be asked to carry out in part or whole the tasks described above.



## 2.5 PREPARATION OF CONFERENCE MATERIAL AND OFFICIAL CORRESPONDENCE

The prospective contractor may be requested to prepare conference material and handle official correspondence. In particular, the contractor can be asked to provide the following services upon agreement with ENISA to be communicated prior to each perspective event:

- Compile information packs and conference kits using documents and conference material supplied by ENISA. The prospective contractor may be required to supply local information such as maps, directions to the venue, emergency phone numbers etc.
- Welcome packs (to be delivered to participants at the hotel or at the place of the event upon arrival), including social and local information, tourist info, town map.
- Conference kit (to be delivered to participants upon registration on site), including agenda, list of participants, speakers' papers, notepad & pen, social events programme, practical information. In such case all ENISA related material including promotional material shall be supplied by ENISA or specific additional arrangements will be made with the supplier beforehand. The Tenderer may be required to supply local information such as maps, directions to the venue etc. Name badges with lanyards and/or table name stands where upon at least the following information appears: ENISA logo, event information, participant's name, country. In case of spelling errors, the prospective Tenderer shall be responsible for immediate rectification.
- If required, produce professional grade badges before the event; however there should also be printing capability on the spot during the event as appropriate.
- A dispatch service to send remaining material and equipment back to ENISA.

With regard to the exchange of documents in communication of a more formal nature (for high-level events for example): official documents (invitation letter, agenda, and list of participants) will have to bear the ENISA logo. All official communication to be sent to participants must be drafted in English and it has to be approved by ENISA beforehand. Details will be laid down in the individual agreement for such an event.

## 2.6 VENUE BOOKING AND MANAGEMENT, ORGANISATION OF TECHNICAL EQUIPMENT AND ASSISTANCE, ORGANISATION OF CATERING SERVICES

### VENUE BOOKING AND MANAGEMENT

- Identify, negotiate best rates and conditions and propose venues having the features described in each request for services placed by ENISA. A comparative assessment of proposed venues is requested for ENISA to select the best option based on predefined criteria.
- Continuous liaison with venues to ensure the correct implementation of desired event and meeting formats, including protocol, safety and security plans shall it deems necessary given the format of the meeting/event.

### ORGANISATION OF DIFFERENT TYPE OF EVENTS/ TECHNICAL EQUIPMENT AND ASSISTANCE

- ENISA events may require different technical services, for the organisation of the different type of events (physical, hybrid and online events), conferences or workshops, to be covered by the



Contractor. These services - subject to be more precisely defined in the Order Form for each event may include, but not limited to the following:

- Pre-booking and booking the meeting room/event-venue/ studio for the event under the guidance of the Contracting Authority, proposing at least three (3) options for the decision of the Contracting Authority;
  - Organising microphones (table, wireless or other types) for the meeting room;
  - Organising conference technician service for the meeting, in order to set-up and dismantle technical equipment and/or where appropriate covering the whole event with the conference technician service;
  - Organising a technical and sound system for the conference and/or any other technical needs;
  - Organising a videoconferencing connection enabling speakers to join remotely;
  - Providing the event venue with WI-FI connection and with high-speed internet connection;
  - Organising any required number of plug-in connections for the participant's computers/phones in the meeting room;
  - Providing the event venue with a high-resolution video projector, overhead projector and PC with internet connection, a drop-down large screen and a pointer for PowerPoint presentations;
  - Organising livestream services for public events;
  - Organising videoconference broadcasting services at the venue/meeting room;
  - Providing virtual platform services for online events, proposing at least three (3) options for the decision of the Contracting Authority;
  - Organising any other conference related services depending on the specific needs of various types of events.
- Provide the technical equipment (hardware and/or software) necessary to deliver the solution as agreed with ENISA in the previous point. Technical equipment may include, but not limited to, the following:
    - market-leading audio/video/web conferencing software and service;
    - Multi Conference Unit including the software, and providing the service, referred to in previous point;
    - Microphone system;
    - Loudspeaker system;
    - Video camera system;
    - Video output (projectors, TVs)
    - Internet connection

- Ensure continuous qualified English speaking technical assistance throughout meetings and events

There might be various types of hybrid events:

- speakers and participants physically present and engaging in a discussion on-site in ENISA or in any other location integrating virtual participation and interactions of one or several remote speakers or several remote participants;
- speakers and local participants physically present on-site and a large number of participants attending and interacting virtually;
- speakers and moderators present on-site in a studio or other venue and all participants attending and interacting virtually;
- other combination of physical and virtual attendance.

Virtual or physical events with web-streaming are not considered hybrid as web-streaming does not allow the interaction of viewers with the participants and speakers of event.

On each occasion, the Contracting Authority will provide information about the technical equipment, which will be necessary for each event.

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## CATERING SERVICES

Organise catering services, including cutlery hire for welcome coffees, coffee breaks, lunches and networking/reception cocktails during meetings and events. Attention should be paid to eating habits (e.g. vegetarian and vegan) and special dietary requirements (e.g. gluten/lactose free food) or otherwise (e.g. kosher or halal), as well as social and environmental sustainability (e.g. measures to minimise food waste).

Ensure adequate setup by including direction signs. Continuous liaison with suppliers to update the final number of confirmed guests.

Indicative example of catering services to be ordered by ENISA as appropriate in the context of the requirements or each event:

Catering (in a venue agreed with ENISA):

- Buffet lunch (3 courses) with non-alcoholic beverages (1 lunch per event-day)
- Catering (in a third-party venue e.g. in a hotel)
- Buffet lunch (3 courses) with non-alcoholic beverages (1 lunch per event-day)
- Coffee/Tea breaks (2 per day or running throughout the day)
- Dinner (1 dinner per event day; upon request; at a restaurant; buffet or served)
- Cocktail receptions

Ensure adequate setup and decoration of catering areas, including direction signs and continuous liaison with suppliers to update the final number of confirmed guests if relevant.

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## 2.7 BADGES AND NAMEPLATES

Design, supply and production of badges and nameplates (also country nameplates per participant) and any other materials (in accordance with the ENISA template) with possibility to print them on the spot during meetings and events. This might include smart badges or other event-tech solutions replacing traditional paper/plastic badges to drive attendee engagement.

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## 2.8 ACCOMMODATION BOOKING AND MANAGEMENT

- Offer suitable quality hotels (five, four or three stars, single/double used as single rooms, including breakfast if requested) in close proximity to the venue and within the maximum ceilings (based on the applicable rules of ENISA concerning external participants/experts that are in force at the time of the signature of the contract<sup>3</sup> - As a reference we provide the current reference value for expenses reimbursed). The same quality level and a similar location should be provided for all invitees and as many rooms as possible should be booked in a minimum number of hotels.
- Negotiate accommodation allotments<sup>4</sup> (either prepaid by ENISA or paid by guests individually) in close proximity with meeting/event venues. As many rooms as possible should be booked in a minimum number of hotels.
- Negotiate room rates, complimentary rooms, cancellation fees and no-show policies. Ensure flexibility on release dates to accommodate planning changes. Reserved rooms have to be guaranteed (no overbooking).
- Collect and manage guest's reservations (e.g. through vouchers) and update rooming lists accordingly. Any updates such as changes, cancellations and late arrivals/early departures must be communicated to hotels in a timely manner to minimise penalties. Dispatch hotel vouchers and hotel confirmations to guests.
- Reservation of hotel rooms (both for participants paid for by ENISA or otherwise. Hotel rooms have to be guaranteed (no overbooking should be considered and 100% cancellation fees shall not be usually accepted unless with prior written agreement). In the case that the booking is cancelled until 48 hours before the actual date that the booking applies, no cancellation fees should be applied. In the situation where a cancellation occurs last minute and within a short period of notice (i.e. the same day of the reservation), the Tenderer should in principle take into account the minimum applicable cancellation fee.
- Handle early arrivals and late departures as necessary. Inform guests and ENISA as appropriate on changes regarding their bookings. Inform the hotel on changes regarding guests' bookings as appropriate.
- Confirm billed services against ordered ones and confirm to ENISA prior to invoicing.
- As a rule, ENISA offers participants single room accommodation; only in exceptional cases can a double room be used as a single (this must first be authorised by ENISA). Double rooms will be organised only upon request for accompanying persons, with the additional cost being at the participant's expense. Offering a shared room to two invitees is not an acceptable practice by

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<sup>3</sup> Subject to revision by ENISA

ENISA.

- If the event venue is a hotel, ENISA staff may have to be accommodated therein.

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## CHANGES AND CANCELLATIONS

- The contractor shall indicate its ability to provide a quotation for an alternative hotel of the same or superior standard at the same rate in case of non-availability of hotel accommodation on requested dates.
- In addition, the contractor must be flexible with regard to deadlines for last minute changes/cancellations.
- The contractor shall also be able to book accommodation at a hotel which is suggested by ENISA, at a special price that ENISA is entitled to acquire as a participant to an event and to settle the accommodation costs directly with the hotel.
- Information on booking flexibility and related costs regarding possible changes or cancellation should be communicated by the contractor in each quotation for accommodation.

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## 2.9 TRAVEL ARRANGEMENT SERVICES

At the request of ENISA, the prospective contractor shall organise pre-paid travel arrangements for participants. Under this service, the contractor is not asked to bid for tickets as such but for the cost of organising the logistics of travel arrangements for the participants as follows:

- Organising travel from the participant's usual place of employment (place of origin<sup>5</sup>) to the venue of the event, including organisation and confirmation of pre-paid travel tickets at the best price terms (visas might have to be issued in some rare cases), and organisation and confirmation of accommodation (hotel booking).
- Liaising with airlines/travel agencies. Booking and issuing economy class tickets (business class tickets are generally off limits, but they may be authorised by ENISA on a case by case basis, specifically communicated to the prospective contractor).
- In case of travel by railway, booking and issuing (preferably first class) tickets.
- Organise on-site shuttle transportation services (airport to and from venue and hotel).
- Other services may additionally be provided upon request by ENISA.

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## CHANGES AND CANCELLATION OF TICKETS

- In case of a change of an issued ticket, the prospective contractor must be able to rearrange travel for another date or time providing the best alternative to facilitate the completion of mission objectives or meeting attendance.

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<sup>5</sup> Where the person concerned has no usual place of employment, their usual place of residence may be taken as their place of origin. In all cases, the participants indicate their official address to the ENISA staff responsible for the event.

- In case of cancellation of an issued ticket (requested by ENISA staff) at short notice, the prospective contractor shall endeavour to minimise any penalties likely to be incurred by ENISA. No penalties by the airlines attributable to the fault of the contractor will be accepted by ENISA. The refund of travel tickets not used and the tax refund for cancellation shall be reimbursed to ENISA following the cancellation request.

Such a refund must be offset in the monthly invoice as specified in Section 7.3 - Financial arrangements / payments.

- The prospective contractor has a duty to keep ENISA informed at all times on the status and potential changes of an issued ticket for unforeseen reasons including information on such aspects as schedules, prices, extra charges applicable etc.
- ENISA will not accept bookings for services which will result in 100% cancellation fees if the cancellation/change has been requested within a reasonable period before the mission.
- The general cancellation policy must be clearly outlined in the technical proposal.

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## **2.10 WORKING LUNCHES AND DINNERS**

Propose suitable restaurants (other than the venue) and present to ENISA recommendations towards facilitating the final choice.

Coordinate with the selected restaurant and promptly communicate any changes in participation to avoid penalties.

Prepare and dispatch information on logistics (e.g. how to reach the restaurant and any other relevant details) about the restaurant

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## **2.11 GROUND TRANSPORTATION OF PARTICIPANTS**

Organise shuttle/coach services (buses, minivans, cars), including staff (hostesses/stewards) as shall be deemed as necessary in order to provide assistance. The contractor is required to present ENISA with a detailed plan of activities, including the recommended type of vehicles, for prior approval.

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## **2.12 ON-SITE ASSISTANCE TO DELEGATES AND PARTICIPANTS**

The prospective contractor may be asked to organise the on-site assistance to delegates and participants. Support staff (hostesses and stewards appropriately dressed) must be fluent in English. Good level of general IT knowledge and command of Microsoft Office tools is required.

The number of staff to be provided and the expected duration of their engagement in hours per event will be specified by ENISA in the individual request submitted for each event. The assignments of the staff to be provided by the contractor would be limited to performing administrative tasks only. Their exact scope will be defined in the specific request to be submitted by ENISA.

Specific tasks include:

- Check-in of participants during meetings/events and general information service. The service should be organised in a way that waiting time at the registration desk is as short as possible (2 minutes max during peak times). Tracking of attendance might be electronic (i.e via barcode readers).
- Organisation and distribution of badges, conference materials, conference kits and any other event

materials.

- Management and supervision of cloakroom and luggage room.
- Assistance in meeting rooms (e.g. assistance to presenters with their electronic formatting presentations, distribution of documents to interpreters, verification/change of nameplates after each session, smooth management of Q&A sessions with microphones).
- Support to attendees requiring special assistance.

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## 2.13 CULTURAL / SOCIAL PROGRAMME

At the request of ENISA and in agreement with ENISA, to develop and to organise a social and/or cultural programme for event participants. In this case the Agency should make information available on the format and concept of the cultural/social programme required.

Based on this information, the prospective contractor shall offer ENISA several alternatives. The contractor shall be fully responsible for the preparation of the cultural/social programme and for managing any related administrative aspects during the event. These might include music entertainment, cultural visits, guided and sightseeing tours, programmes for spouses and/or partners etc.

If the social/cultural programme also includes restaurant booking and/or provision of catering services, these services must be covered by the fee for consultation, preparation and administration of the social/cultural programme. No other fees shall be applicable, apart from those for the organisation of the social/cultural programme as per the financial offer. If the ENISA event is organised back-to-back with another event, for example organisation of an expert group back-to-back with a Management Board meeting, and if the contractor is requested to organise a social/cultural programme for participants in each event, then a separate fee shall be payable for each social/cultural event.

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## 2.14 INTERPRETATION AND OTHER SERVICES

Interpretation services (i.e. simultaneous and consecutive interpretation) and/or the transcription speeches may be requested on a case by case basis, in which case a policy will describe the conditions to deliver the service to ENISA. In that case the provision of the following services are foreseen:

- Organise interpretation services (i.e. simultaneous and consecutive interpretation) and provide the relevant technical facilities and equipment.
- Interpreters' booths and technical equipment for simultaneous interpreting (amplifiers, microphones etc.)
- Interpretation services per sets of two interpreters (e.g. English to French) per person per day rates.
- Compile and dispatch preparatory background documents to interpreters.
- In rare cases, if need be, be prepared to organise the physical security of an event for the purpose of access control, upon request by ENISA. Physical security may entail deploying security guards at a venue in quantities specified by ENISA.

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## 2.15 POST-EVENT AND REPORTING SERVICES

- Develop and process feedback surveys after meetings and events for attendees and speakers.
- Automated emailing of surveys to attendees, including automated reminders to those who have not responded up to the survey closing date
- Post-event reporting. Preferred formats are infographics for flash reports (max 2 pages with key facts and figures, to be submitted within 5 days after the last event day) or a traditional Word document for more detailed reports with in depth analysis of an event's outcome (expected document length shall be between 5 and 10 pages excluding annexes, to be submitted within 30 days after the event).
- The report should contain: (1) a critical description of the work carried out by the contractor and its subcontractors and a comparison between planned and actual work in case of discrepancies; (2) a detailed analysis of Key Performance Indicators (KPIs), costs and (3) an analysis of criticalities and room for improvement as well as success factors; (4) a list of lessons learned and recommendations.
- Transcription of meeting debates. Final report to be submitted in editable format (i.e. Word) in English within 2 working days after the last meeting/event day.
- Editing of video/audio recordings.

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## 2.16 OTHER SERVICES

Other services, depending on the specific features of the event might include (non-exhaustive list):

- Organise photo shootings during events and official visits. Photographers shall be able to select best shots on the spot for immediate dissemination via social media. Other pictures shall be transferred electronically within 2 days from the event.
- Provide technical/specialised staff (e.g. minute takers).
- Prepare press clippings and media coverage reports.
- VIP transportation and/or services as appropriate merely for high level meetings/ delegates.

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## 2.17 EXTRA-MUROS ASSIGNMENTS OF CONTRACTOR'S STAFF

The Contractor's staff may be required to attend preparatory/briefing meetings at ENISA, participate in inspection visits to qualify suitable event venues or supervise events in any venue they may take place.

ENISA may also request the contractor to provide continuous support to long-lasting projects. In this instance, the Contractor's staff shall be seconded to ENISA premises or to the place that a long-lasting event is taking place for a continuous period of time depending on the scope and complexity of assigned tasks.

Any tasks carried out by the contractor's staff outside its premises will be considered as *extra-muros* activities. ENISA may request *extra-muros* support from the following profiles<sup>6</sup>:

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<sup>6</sup> Please refer to Annex X for a detailed description of tasks per profile.

- **Senior profile:** Account Director
- **Technical profile:** Event Manager
- **Junior profile:** Event/Meeting Assistant, Media Assistant

*Extra-muros* rates are intended as daily rates, where 1 working day corresponds to 8 hours. The contractor's staff shall track the time worked in a timesheet (the template to be provided by the contractor).

At the end of each assignment, the contractor's staff shall submit a timesheet to ENISA's project manager for prior approval before invoicing.

In exceptional cases and given the complexity of the event, overtime can be justified given that it has been notified and agreed with the responsible ENISA manager; a clear indication of the overtime linked to the deliverables/ services should be the case on the timesheet.

ENISA will only pay for the time actually worked and tracked by the contractor to carry out an assignment. Travelling time to reach the place of work or the venue or the meeting/event place will not be eligible.

*Extra-muros* rates shall **include** subsistence costs incurred by staff (e.g. meals, accommodation, local transport etc.) and **exclude** return trip travel costs, as these will be paid as lump sums based on the shortest itinerary<sup>7</sup> between the contractor's headquarters and the place where *extra-muros* assignments are carried out:

Distance	Lump sum (per return trip)
0 to 100 km	€ 0
101 to 200 Km	€ 50
201 to 500 km	€ 150
501 to 1000 km	€ 250
1001 to 2000 km	€ 350
2001 to 3000 km	€ 450
Over 3000 km	€ 500

One only travel lump sum (inbound and outbound) per staff member will be paid in conjunction with *extra-muros* activities, independently from the length of the assignment.

### 3 TASKS DELIVERABLES, TIMELINES AND PAYMENTS

<sup>7</sup> Route to be calculated with online maps to be determined at tender execution.



#	Tasks	Can task be subcontracted? <sup>8</sup>	Deadline for finalisation
1	Consultancy services	Yes	<i>to be defined in each order form</i>
2	Coordination activities and Project management services	Yes	<i>to be defined in each order form</i>
3	Delegate management from invitation to registration	Yes	<i>to be defined in each order form</i>
4	Event management list and online platform including web portal, events management software and engagement tools	Yes	<i>to be defined in each order form</i>
5	Preparation of conference material and official correspondence	Yes	<i>to be defined in each order form</i>
6	Venue booking and management, organisation of technical equipment and assistance, organisation of catering services	Yes	<i>to be defined in each order form</i>
7	Badges and nameplates	Yes	<i>to be defined in each order form</i>
8	Accommodation booking and management	Yes	<i>to be defined in each order form</i>
9	Travel arrangement services	Yes	<i>to be defined in each order form</i>
10	Working lunches and dinners	Yes	<i>to be defined in each order form</i>
11	Ground transportation of participants	Yes	<i>to be defined in each order form</i>
12	On-site assistance to delegates and participants	Yes	<i>to be defined in each order form</i>
13	Cultural/social programme	Yes	<i>to be defined in each order form</i>
14	Interpretation services	Yes	<i>to be defined in each order form</i>
15	Post-event and reporting services	Yes	<i>to be defined in each order form</i>
16	Other services	Yes	<i>to be defined in each order form</i>
17	Extra-muros assignments of contractor's staff	Yes	<i>to be defined in each order form</i>

Order Forms shall be drafted using the methods below, which are reflected in the financial offer template (Annex IV) that **will serve as the price list during contract implementation**. If not stated otherwise, service fees will be intended as a **lump sum** for the provision of a service package.

<sup>8</sup> If a subcontractor provides the whole or a very large part of the financial capacity OR executes the whole or a very large part of the tasks, ENISA may demand that that the subcontractor signs the contract.

In the event of services being required that are outside of scope, the prices will be negotiated on a case-by-case basis between ENISA and the successful Tenderer.

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#### GROUP 1: FIXED PRICE (FP)

Order Forms shall correspond to pre-defined **fixed unit prices per service multiplied by the number of requested units**. This model applies to the following services (*Task Number from above*):

- Coordination activities and Project management services (2)
- Delegate management from invitation to registration (3)
- Venue booking and management, organisation of technical equipment and assistance, organisation of catering services<sup>9</sup> (6)
- Accommodation booking and management<sup>10</sup> (8)
- Travel arrangement services (9)
- Badges and nameplates (7)
- Working lunches and dinners<sup>11</sup> (10)
- Ground transportation of participants<sup>12</sup> (11)
- On-site assistance to delegates and participants<sup>13</sup> (12)
- Interpretation services<sup>14</sup> (14)

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#### GROUP 2: TIME AND MEANS (TM)

Order Forms shall correspond to a number of hours/person-days to carry out defined tasks. ENISA will specify the tasks to be executed and negotiate with the Contractor a total number of work-days/hours to complete them. Unless otherwise stated, the tasks below are considered as *intra-muros*<sup>15</sup> activities. This model applies to the following services:

- Consultancy services (1)
- Event management list and online platform including web portal, events management software and engagement tools (4)
- Preparation of conference material and official correspondence (5)
- Cultural/ Social programme<sup>16</sup> (13)

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<sup>9</sup> Venue-related costs will be reimbursed upon presentation of supporting payments. Catering costs will be reimbursed upon presentation of supporting invoices.

<sup>10</sup> Room rates, when prepaid by ENISA, will be reimbursed upon presentation of supporting invoices.

<sup>11</sup> Restaurant costs will be reimbursed upon presentation of supporting invoices.

<sup>12</sup> Transportation costs (e.g. coach buses) will be reimbursed upon presentation of supporting invoices.

<sup>13</sup> Fees shall include the daily rates of hostesses and stewards (lump sum per participant).

<sup>14</sup> Fees shall include the daily rates of interpreters (turn-key cost per language per day). Technical costs (e.g. hire of booths and headphones) will be reimbursed upon presentation of supporting invoices.

<sup>15</sup> Activities carried out by Contractor's staff at its headquarters.

<sup>16</sup> Subcontracted services will be reimbursed upon presentation of supporting invoices.

- Post-event and reporting services (15)
- Other services (16)
- *Extra-muros* assignments of Tenderer's staff (17)

#### 4. CUSTOMER SUPPORT

It is expected that the prospective contractor shall provide:

- User-friendly interface to create events/meetings quickly and easily
- Customer support available within short notice (24 hours max)
- User guidelines for customer support

In addition, during contract implementation ENISA may consider requesting the contractor to implement additional features. The list below (not exhaustive) only provides an indication of possible areas of further development that may be explored during contract implementation:

- Create customised dashboard views of registration, event marketing and customer satisfaction data for real-time consultation
- Create unlimited custom reports using charts and infographics to make presentation-ready flash reports
- Measure and aggregate metrics with cross-event reports
- Export reports in Excel and PDF
- Backend and workflow tools:
- Assign event launch approval rights to specific users only
- Delegate tasks and projects to staff and manage those with automated reminders
- Track completion of tasks
- Organise and manage speaker profiles and schedules with a speakers library
- Utilise filters to configure tailored calendar views for planners
- Budget management:
- Build event budgets based on fixed costs, variable costs or a combination
- Monitor budget by categories and sub-categories
- Design customised budget templates
- Analyse average cost per attendee
- Calculate total meetings spend per business unit or cost centre
- Generate reports, export to Excel, manipulate and import back in
- Create customised dashboard views of budget data
- Integrate other database/systems with the software using API

- Create and associate resources (e.g. meeting rooms) to be used for a specific session/ meeting/ event and book them in Outlook calendars
- Design and host calendar view of multiple upcoming event
- Travel and accommodation management:
- Collect hotel and departure/arrival flight and train requests
- View registrants travel request history
- Grant hotels or travel agents access to relevant reports to process travel/accommodation requests
- Import registrants flight details
- Ask custom questions on travel request forms
- Automate email notification for travel requests and modifications
- Gather additional information such as seating preference
- Block off rooms for attendees based on negotiated room blocks
- Set shoulder dates to enable registrants to request pre and post event rooms
- Monitor room blocks across all properties in real-time
- Track and manage roommate requests

## 5. APPLICABLE CONDITIONS

The following provisions will be deemed applicable to all orders by ENISA:

- For each project, the contractor shall nominate one Event Manager acting as a single point of contact vis-à-vis ENISA for the whole duration of the assignment despite the number of team members, subcontractors and suppliers he/she will coordinate.
- In case the Event Manager acting as single point of contact or staff delivering long-term extra-muros services become unavailable during the execution phase of a project, the contractor is required to promptly inform ENISA and take immediate action to ensure business continuity through the appointment of another staff member who could act as a backup and take over the assignment on a temporary or permanent basis with minimal impact on the project.
- The contractor shall acknowledge the receipt of messages from ENISA within 1 working day from reception and address queries in a timely manner.<sup>17</sup>
- Depending on the complexity of an event, the contractor will be given a predefined deadline to submit a technical and financial offer to fulfil a mandate:
  - For events of basic complexity (events with a total cost which is less than or equal to €3,000 and no more than 20 participants): within 5 working days from reception of ENISA's request for an offer;

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<sup>17</sup> ENISA acknowledges that the time to address each query might vary based on the complexity of the request.

- For events of medium complexity (with a total cost that is between €3,001 and €15,000 and from 21 to 60 participants): within 10 working days from reception of ENISA's request for an offer;
- For events of high complexity (events with a total cost that is greater than or equal to €15,000 and over 61 participants): within 15 working days from reception of ENISA's request for an offer;
- If deadlines cannot be met, the Tenderer shall promptly inform ENISA about the state of play of negotiations with subcontractors and renegotiate a different deadline.

The failure to comply with set deadlines shall be justified in writing no later than 5 working days before the target date for events of medium complexity and 10 working days for complex assignments.

ENISA will proceed with the signature of order forms within 10 working days from the receipt of a complete and correct proposal from the contractor. The activities cannot start before the signature of the order form by both parties.

The Tenderer shall ensure full compliance with the terms and conditions of the framework contract as well as with the order forms.

To avoid rework and unnecessary administrative burden the contractor is required to ensure that all financial quotes/offers and final balances for pre-invoicing check shall be arithmetically correct before being communicated to ENISA.

ID	SLA	Maximum # of deviations	Penalty scheme <sup>18</sup>
SLA01	Business disruption due to lack of business continuity plan	No deviation	Penalty of 15%
SLA02	Submission of offer within 5 working days for events of basic complexity, 10 working days for events of medium complexity and 15 working days for events of high complexity Timely communication of failure to comply with predefined deadlines	2 per year of contract implementation	Written acknowledgement of deviation by the Agency.
SLA03	100% arithmetical correctness of financial files	1 per quote 1 per final balance	Penalty of 10% for the affected assignments if more than 1 mistake per document is reported

ENISA's designated project manager will be in charge of monitoring and documenting deviations from the Service Level Agreements.

No penalty scheme will be implemented during Q1 of contract implementation to facilitate the contractor's on boarding and familiarisation with the framework contract. After this period, failure to comply with Service Level Agreements shall result in the immediate implementation of the penalties listed in the table above and in the definition of agreed-upon corrective measures to address underperformance.

<sup>18</sup> Penalties will be deducted from the Contractor's service fees of the relevant assignment upon payment of the final balance invoice.

At ENISA's request, the contractor must replace personnel that have proven to be incapable of carrying out the specified tasks and/or do not comply with the predefined performance criteria.

**ENISA may terminate the framework contract if the following conditions apply:**

- the number of incidents reported by ENISA in writing (registered letter or authenticated/non repudiated email) during contract implementation exceeds five over the whole period, and/or:
- if recurring issues are not properly addressed, and/or:
- in case of serious breach of contractual terms and conditions.

## 6. CANCELLATION OF CONFIRMED ASSIGNMENTS

Each request by ENISA will lead to the signature of a dedicated Order Form serving as the legal confirmation of an assignment. In case an assignment is cancelled by ENISA after the signature of an Order Form, liquidated damages will be applied to the contractor as described in the paragraphs below:

### REIMBURSABLE COSTS

Before reimbursing 100% of costs already incurred by the contractor (i.e. subcontracted services not covered by the price list), the cancellation policies of the sub-contractors must be provided together with supporting documents (i.e. invoices, proof of payment of ENISA contractor) serving as evidence of a completed payment to third parties.

### PRICE LIST ITEMS

For price list items, the following terms will apply:

Item	Applicable terms
Group 1 (fixed price items)	<b>Cancellation made less than 5 calendar days</b> before the delivery/completion date of a service as indicated in the purchase order: <b>80%</b> of the amount due for the service.
	<b>Cancellation between 30 and 5 calendar days</b> before the delivery/completion date of a service as indicated in the purchase order: <b>70%</b> of the amount due for the service.
	<b>Cancellation between 60 and 30 calendar days</b> before the delivery/completion date of a service as indicated in the purchase order: <b>40%</b> of the amount due for the service.
	<b>Cancellation between 90 and 60 calendar days</b> before the delivery/completion date of a service as indicated in the purchase order: <b>25%</b> of the amount due for the service.
Group 2 (time and means items)	Payment subject to ENISA's approval of a time sheet indicating the worked hours of contractor's staff until the cancellation date of the assignment.

## 7. ORGANISATIONAL ASPECTS

### 7.1 REQUEST FOR SERVICES

As specified under Section 5 “Applicable conditions” for each event to be organised ENISA will issue a detailed ‘request for services’.

By respecting the deadlines to submit an offer the contractor should submit a quotation for all services including prices and minimum two or three options for main requirements (please see Part 2 - Section 1 “Overall description of tasks”) for more details. Once all details of the event are mutually agreed upon in written following the request for a quotation, ENISA will issue an official order form which will contractually bind the contractor and ENISA for the particular event.

#### PLEASE NOTE:

- In exceptional circumstances, any items or categories of services which have not been included in the Financial Offer form (Annex IV) but are identified later as being necessary for the proper provision of offers, shall be negotiated with the successful Tenderer at the time of signature of contract, or by way of amendment to the already signed contract.
- No services are to be pre-paid by the contractor UNTIL the order form has been signed by both parties. Any breach of this condition may leave the contractor fully liable for the costs in the event of a change of plans.

### 7.2 TRANSPARENCY OF THIRD PARTY SUPPLIERS COSTS – RANDOM AUDITS

The Agency reserves the right at any time to request a copy of the financial arrangement or invoice between the third party provider of services and the contractor.

Following such a request by ENISA, if it can be ascertained that an extra cost has been added by the contractor to the third party provider’s quoted cost, then ENISA reserves the right to reduce the amount of the invoice for that event by the total amount of the extra cost identified for each particular service provided by the third party.

### 7.3 FINANCIAL ARRANGEMENTS - PAYMENTS

The contractor shall issue one separate invoice per event organised for all corresponding services rendered (fully based on the signature purchase order), after the conclusion of each event. Each invoice must be accompanied by a report providing details of:

- Amounts paid to suppliers; Copies of third party invoices will be requested on a case by case basis for audit purposes.
- Any applicable discounts by third party supplier to the contractor, as appropriate.



- Any additional fees and charges etc.
- Amounts comprising the contractor's price-list per service type, as listed in Annex IV Financial Offer form.

ENISA approves or reject the invoice within (20) twenty days from receipt of the documents by ENISA. Thereafter, payment will be made within (30) thirty days from the date of approval of the report and the invoice.

The contractor may be asked to issue separate invoices for different Units of ENISA being the recipients of services; additionally, issuing pro-forma invoices and electronic invoices may be required.

ENISA requires the cancellation policy of the contractor to be clearly stated in their offer in case arrangements towards an event have been ordered but they cannot be delivered due to unforeseen reasons; in this case a cancelled or deferred event against which preparatory actions have been made, may have to be invoiced in part.

Invoices will not be accepted after (6) six months from the day services have been rendered.

Pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union ENISA is exempted from all taxes and duties, including Value Added Tax (VAT).

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#### **7.4 MEETING EXPENSES**

The contractor may be requested to attend a coordination meeting(s) at the premises of ENISA in Athens Greece. In this case the representatives of the contractor are eligible to be reimbursed on return airfares (economy) and if necessary, accommodation (up to 112 Euro per day for a maximum of two overnight stays depending on meeting and travel schedule) and subsistence at a rate of 82 Euro per day.

Alternatively, meetings may be organised with the use of available technology (e.g. tele/video conference facilities) if necessary, in which case fees (conference fees, equipment cost, telecommunication expenses) are not eligible for reimbursement.

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

This section is of a great importance in the assessment of the bids, the award of the contract and the future execution of any resulting contract. Attention is also drawn to the award criteria, which define those parts of the technical offer to which the tenderers should pay particular attention. The technical offer should address the tenderer's approach to and solutions for all matters laid down in the technical specifications while the tenderer should be aware, that a simple repetition of the Technical specification will result in a very low technical score. The level of detail of the tender will be very important for the evaluation of the tender.

To ensure equal treatment for all tenders, it is not possible to modify technical offers after their submission. As a consequence, incompleteness in this section can only result in negative impact for the evaluation of award criteria. Please note also, that offers deviating from the Technical Specifications may be rejected for non-conformity.

The Technical Specifications and the tenderer's bid shall be integral parts of the contract and will constitute annexes to the contract, while in case of contradictions the Technical Specifications prevail.



**The Tender must demonstrate clear understanding of the objectives and assignments, project management, organisation of the project team and communication, work plan and timelines.**

The tenderer must submit its Technical Offer following the indicative structure described below:

A paper (maximum 30 pages in Arial 11 font size or equivalent) describing:

- The organisation of the project team and operational structures the tenderer will put in place to ensure the timely provision of high-quality services listed in Section 2;
- Single point of contact (SPC) management. A description of how single point contact management by the Tenderer (in case of consortia the lead consortium partner) is ensured for all services covered in this FWC. The SPC will be the interface with ENISA
- The approach to project management: coordination of tasks with sub-contractors (if applicable), coordination of expertise required and the strategy to manage different activities in the given timeline.
- The internal and external technical expertise the tenderer will employ to support the implementation of the contract;
- The way the tenderer will manage the information flow during the stages of event preparation and organisation, during the event and reporting after the event, to keep the Contracting Authority and all parties involved well informed and to ensure quality performance;
- The way the tenderer will manage the volume of events, i.e. organising separate events simultaneously;
- The way the availability of services will be guaranteed, including during peak seasons and under time constraints, in cases, where multiple requests come from ENISA simultaneously;
- Quality assurance system to ensure excellent customer service including:
  - Selection of subcontractors: A description of criteria for selection of reliable and qualified subcontractors
  - Risk management: A description of potential risks, risk-control and risk-response strategies
  - Consistency of management: How the consistency of management from planning to execution will be ensured, including the system of hand-over and back-up (Contingency planning),
  - Response timing: How the Tenderer will ensure the ability to quickly react to requests from ENISA;
- Cancellation policy for events/packages of events;
- The way the services included under the FWC will be ensured at European and international level.

**\*Please note** that professional and technical capacity documentation (i.e. CVs etc) and evidences are not considered as part of the 30 pages maximum and will be annexed to the technical offer.

## 9. CONTENT AND PRESENTATION OF THE FINANCIAL OFFER

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

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

Please take special care to enter price data **in all boxes as described**. Failure to provide a fully completed form may result in your offer being declared invalid and not being further evaluated.

## 10. TENDER RESULT AND ESTIMATED CONTRACT VALUES

The result of the evaluation of tenders will be the awarding of a single Framework Service Contract. The estimated overall maximum contract value without this being binding for ENISA is **seven million Euro (€ 7.000.000)** over a maximum possible period of four (4) years.

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

## 11. DATA PROTECTION AND TRANSPARENCY

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

- **Regulation (EU) 2018/1725<sup>19</sup> ('the EDPR')** as concerns personal data processing by the selected contractor, processing data in execution of the contract with ENISA.

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

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

- **Regulation (EU) 2016/679<sup>20</sup> (General Data Protection Regulation – 'the GDPR')** as concerns personal data processing carried out by the contractor on its proper behalf as a controller.

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

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

<sup>19</sup> Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC, OJ L 295/39 21.11.2018

<sup>20</sup> Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, OJ L 119, 4.5.2016, p. 1–88

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

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

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

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

- to process the personal data only on documented instructions of ENISA, in particular with regard to the purposes of the processing, the categories of data that may be processed, the recipients of the data and the means by which the data subject may exercise its rights;
- to abide in particular by ENISA's data protection policies as regards the confidentiality of electronic communications (Section 3 EDPR) and the processing of personal data in web services;
- to ensure that access to personal data is granted to the extent strictly necessary for the implementation of the contract and to ensure that persons authorised to process the personal data have committed themselves to confidentiality;
- to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risks, in particular the risk of accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the personal data, processed or stored;
- not to engage another processor of personal data (i.e. by means of a subcontract), without prior written authorisation of ENISA. Where another processor is engaged for carrying out specific processing activities on the personal data, the same data protection obligations as set out in the contract shall be imposed on the other processor;
- to assist ENISA in the fulfilment of the controller's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the EDPR;
- to assist ENISA with its obligations with regard to security of processing, the notification obligations in case of a personal data breach, as well as where applicable cooperation in data protection impact assessments (DPIAs) and prior consultations with the European Data Protection Supervisor (the EDPS)<sup>21</sup>, outlined in Art. 33 to 40 of the EDPR;
- to make available to ENISA all information to demonstrate compliance with the obligations laid down in the EDPR and to allow for and to contribute to audits, including inspections, conducted by ENISA or another auditor mandated by ENISA;
- As concerns the localisation of and access to the personal data, to comply with the following:
  - o the personal data shall only be processed and held in data centres within the territory of the European Union and the European Economic Area and will not leave that territory. This includes also any backup centres and location of backup data.;
  - o the contractor may not change the location of data processing without the prior written authorisation of ENISA ;
  - o The contractor shall inform ENISA in case of any need for transfer of personal data to third countries or international organisations and will perform such transfer only after written

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<sup>21</sup> <http://www.edps.europa.eu>

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

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

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

#### Confidentiality:

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

## 12. MARKING OF SUBMITTED DOCUMENTS

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

## 13. PRICE

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

## 14. PRICE REVISION

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

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

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

## 16. PERIOD OF VALIDITY OF THE TENDER

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

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

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

## 18. PAYMENT ARRANGEMENTS

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

## 19. CONTRACTUAL DETAILS

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

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

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

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

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

## PART 3 TENDER SPECIFICATIONS

### 1. INFORMATION ON TENDERING

#### 1.1 CONTRACTUAL CONDITIONS

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

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

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

#### 1.2 JOINT TENDERS (IF APPLICABLE)

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

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

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

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

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

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

### 1.3 LIABILITY OF MEMBERS OF A GROUP

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

Statements, saying for instance:

- That one of the partners of the joint offer will be responsible<sup>22</sup> for only one part of the contract and another one for the rest, or
- That more than one contract should be signed if the joint offer is successful

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

### 1.4 SUBCONTRACTING

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

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

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

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

Tenderers are required to identify all subcontractors.

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

## 2. STRUCTURE AND CONTENT OF THE TENDER

### 2.1 GENERAL

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

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

### 2.2 STRUCTURE OF THE TENDER

Based on the **e-Submission** environment<sup>23</sup>, all tenders must provide information and supporting documentation in two sections:

<sup>22</sup> not to be confused with distribution of tasks among the members of the grouping

<sup>23</sup> For detailed instructions on how to submit a tender please consult the e-Submission Quick Guide available at: [https://webgate.ec.europa.eu/digit/opsys/esubmission/assets/documents/manual/quickGuide\\_en.pdf](https://webgate.ec.europa.eu/digit/opsys/esubmission/assets/documents/manual/quickGuide_en.pdf)



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

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## 2.3 QUALIFICATION DATA

### a) Identification of the Tenderer

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

The following information should also be provided:

#### (i) Legal Entities

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

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

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

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

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

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

#### (ii) Financial identification

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

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

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

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



**(iii) Power of Attorney**

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

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

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

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

The tenderer is requested to submit the following documents:

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

The filled-in Declaration form.

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

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

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

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

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

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

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## **2.4 TENDER DATA**

**a) Technical proposal**

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

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

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

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

## b) Financial proposal

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

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

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

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

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

The total price needs to be encoded in the e-Submission application<sup>24</sup>.

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

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

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

## 3. ASSESSMENT AND AWARD OF THE CONTRACT

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

The aim of each of these stages is:

<sup>24</sup> In the case of framework contracts, unless otherwise instructed, please add the maximum budget given for this tender

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

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

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### 3.1 EXCLUSION CRITERIA

Tenders will be rejected if they do not comply with applicable obligations under environmental, social and labour law established by Union law, national law and collective agreements, or by the international environmental, social and labour law provisions listed in Annex X to Directive 2014/24/EU and compliance with data protection obligations resulting from Regulation (EU) 2016/679 and Regulation (EU) 2018/1725<sup>25</sup>.

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

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

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

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

#### **Remark:**

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

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

Each tenderer (and each member of a consortium) shall declare in the relevant field in Annex VIII (Administrative Identification form) whether it is a Small or Medium Size Enterprise (SME) in accordance with Commission Recommendation 2003/361/EC<sup>25</sup>.

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

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<sup>25</sup> Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises, available at <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2003:124:0036:0041:en:PDF>

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

## 3.2 SELECTION CRITERIA

The following criteria will be used to select the Tenderers for further evaluation. If the Tender is proposed by a consortium, these criteria must be fulfilled by each partner (unless otherwise stated). Documentary evidence of the Tenderers' claims in respect of the below-mentioned criteria is required.

### 3.2.1 LEGAL AND REGULATORY CAPACITY

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

### 3.2.2 FINANCIAL AND ECONOMIC CAPACITY

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

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

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

- (b) **Complete (also) the attached Annex II ‘Simplified Financial Statement’**, which summarises your recent financial capacity. Please note that the average turnover for the last two (2) financial years for which accounts have been closed must meet our **minimum annual average turnover of €1.700.000 (one million seven hundred thousand euro)**:

In case of a consortium/grouping, the annual average turnover for each of the partners shall be presented. The sum of the annual average turnovers of each partner will be taken into account to reach the annual average turnover of **€1.700.000**.

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

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

### 3.2.3 TECHNICAL AND PROFESSIONAL CAPACITY CRITERIA AND EVIDENCE

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

#### a) Criteria relating to tenderers

Tenderers (in case of a joint tender the combined capacity of all tenderers and identified subcontractors) must comply with the following criteria:

The tenderer must have the following **minimum professional capacity** to perform the contract:

- I. have an extensive and proven experience (at least 5 years) in delivering a full package of professional conference organisation services at a European Union level;
- II. be able to provide a team of experts<sup>26</sup> compliant with these minimum expertise requirements:
  - **Senior profile:** at least 8 years of relevant professional experience;
  - **Technical profile:** at least 3 years of relevant professional experience;
  - **Junior profile:** at least 1 year of relevant professional experience
- III. the Account Director and each Event Manager must have an excellent<sup>27</sup> level of spoken and written English. In addition, at least one Event Manager should also have a good<sup>28</sup> level of spoken and written Greek.

The overall Account Director will act as an entry point for all service requests and for general issues concerning the framework contract. The Account Director shall come from the Tenderer or consortia lead partner in case of a consortium. He/she will be supported by a team of Event Managers who will be assigned to single projects.

The main responsibility of Event Managers will be the day-to-day project management, for which they shall be available during working days (or weekends if events take place on the weekend) for the whole duration of their projects. Depending on the kind and complexity of an event, the project team shall also include other profiles to be decided on a case-by-case basis.

The Tenderer's staff shall be available for meetings at ENISA'S premises and/or tele/videoconferences maximum 2 working days after a request from ENISA.

#### b) Specific Evidence requested for professional and technical capacity:

The following evidence should be provided to fulfil the above criteria:

- Details of the structure of the organisation

<sup>26</sup> Please refer to **Annex X** for the list of requested profiles and competencies.

<sup>27</sup> Level C1 according to the Common European Framework of Reference for Languages ([CEFR](#)).

<sup>28</sup> See previous note.

- The educational and professional qualifications (CVs), of the team members per profile, who will provide the services for this tender (including the management staff). Each CV provided should indicate their intended function in the delivery of the service.

<u>For requirement I:</u>	<ul style="list-style-type: none"> <li>• A list of 15 events (<b>out of which a minimum of 5 in Greece</b> and 10 in any European Union Member State) in the course of the past 3 years, for which the tenderer has supplied at least 80% of the services listed in Part 1. For each project, the following details must be outlined: (1) Event objectives, format, duration and target audience (including number of participants); (2) Location; (3) List of services provided indicating which services were subcontracted to third parties; (4) Overall budget and budget spent per service.</li> <li>• A list of references (including contact details) of at least 5 current/past clients to whom the tenderer has supplied the services listed in Part 1 over the past 3 years.</li> </ul>
<u>For requirements II:</u>	<ul style="list-style-type: none"> <li>• A signed declaration confirming that the team proposed for contract implementation meets the minimum expertise requirements. The statement should be accompanied by the table in Annex X “Detailed description of tasks per profile”</li> <li>• Organisation chart highlighting the proposed team’s structure and staff names.</li> </ul>
<u>For requirement III:</u>	<ul style="list-style-type: none"> <li>• A signed declaration confirming that the linguistic competencies of proposed team members comply with the minimum requirements.</li> </ul>

### 3.3 AWARD CRITERIA

#### 3.3.1 QUALITY OF THE OFFER

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

No	Qualitative award criteria		Weighting (max. points)
1.	<b>Internal organisation and structure</b>	Proposed resources the contractor will use to carry out the assignment in compliance with the Tender Specifications ensuring: <ul style="list-style-type: none"> <li>Contract team organisation, structure and single point contract management demonstrating effectiveness, capacity and competence</li> </ul>	15
2.	<b>Project management and business partnering approach</b>	<ul style="list-style-type: none"> <li>Approach to project management for services listed in Section 2 demonstrating good management of processes, information and time; (15)</li> <li>Capacity and competence to manage multiple concurring assignments and ensure availability of services; (15)</li> <li>Service orientation and business partner (10 points)</li> <li>Continuity and consistency of project management from planning to reporting (10 points)</li> </ul>	50
3.	<b>Quality and appropriateness of technical proposal</b>	<ul style="list-style-type: none"> <li>Demonstrated understanding of the requirements as outlined in Section 2 ' , accuracy and quality in relation to detail. (20 points)</li> <li>Creative potential and innovative approach in recommending solutions and know-how of technical solutions (15 points)</li> </ul>	35
<b>Total Qualitative Points (QP)</b>			<b>100</b>

#### Minimum attainment per criterion

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

#### Minimum attainment overall

Offers scoring less than **70%** after the quality evaluation process will be considered to be of insufficient quality and eliminated from the following phase.

The sum of all criteria gives a total of 100 points. The respective weighting between the different award criteria depends on the nature of the services required and is consequently closely related to the terms

of reference. The award criteria are thus quantified parameters that the offer should comply with. The **qualitative award criteria** points will be weighted at **70%** in relation to the price.

### 3.3.2 PRICE OF THE OFFER

The evaluation of Financial Offers is based on the total price (overall total referred in Financial Offer form page 3).

The cheapest offer will receive the maximum points and the rest of the candidate's offers will be awarded points in relation to the best offer as follows:

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

where:

PP = Price points

PC = Cheapest bid price received

PB = Bid price being evaluated

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

### 3.3.3 AWARD OF THE CONTRACT

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

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

Where;

**QP** = Qualitative points

**PP** = Price points

**TWP** = Total weighted points score

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

## 4. TENDER OPENING

The public opening of received tenders will take place on **13<sup>th</sup> September 2022 at 09:30 CEST Central European Summer Time** at ENISA Athens office, 14 Agamemnonos Street, Chalandri 15231 Attiki, Greece or online in case Covid related measures will be still in place.



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

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

## 5. OTHER CONDITIONS

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### 5.1 VALIDITY

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

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### 5.2 LOTS

This Tender is not divided into Lots.

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### 5.3 ADDITIONAL PROVISIONS

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

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### 5.4 NO OBLIGATION TO AWARD THE CONTRACT

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

## 6. SPECIFIC INFORMATION

### 6.1 TIMETABLE

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

Title: “**Events Organisation and Meeting Management Services**”

**ENISA F-EDO-22-T27**

#### Summary timetable comments

Launch of tender:  - Contract notice to the Official Journal of the European Union (OJEU)  - Uploaded to e-Tendering website  - Uploaded to ENISA website	27 <sup>th</sup> July 2022	
Deadline for request of information to ENISA	5 <sup>th</sup> September 2022	
Last date on which clarifications are issued by ENISA	6 <sup>th</sup> September 2022	
Deadline for <b>electronic reception</b> of offers via <b>e-Submission</b>	<b>12<sup>th</sup> September 2022</b>	<b>18:00 CEST</b> Central European Summer time
Opening of offers	13 <sup>th</sup> September 2022	<b>09:30 CEST</b> Central European Summer time
Date for evaluation of offers	TBA	
Notification of award to the selected candidate + 10 day standstill period commences	TBA	
Contract signature	mid October 2022	Estimated