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## **OPEN CALL FOR TENDERS**

### ***Tender Specifications***

for the provision of

## **“Events Organisation Services II”**

**ENISA F-COD-15-T37**

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## PART 1 INTRODUCTION TO ENISA

### 1. CONTEXT

#### 1.1 Introduction

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

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

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

#### 1.2 Scope

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

#### 1.3 Objectives

The Agency's objectives are as follows:

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

### 2. ADDITIONAL INFORMATION

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

## PART 2 TERMS OF REFERENCE

### A. SCOPE OF THIS TENDER

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

Subject of the tender	Maximum budget
Provision of Events Organisation services	<b>€ 180,000.00</b> per year  <b>€720,000.00</b> over the maximum possible period of 4 years
Last date for <u>despatch</u> of offers	<b>26<sup>th</sup> August 2015</b>
<b>PLEASE NOTE:</b> This tender procedure is limited to tenderers which are legally incorporated in a member state of the European Union or EEA, or which have an incorporated subsidiary in one of the EU member states or EEA. (The Agreement on Government Procurement (GPA) does not apply to EU Regulatory Agencies.)	

## 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 and Permanent Stakeholders Group.

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; local transport providers; local caterers; local technical support, reception facilities, technical equipment, 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.

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 2013 and 2014, ENISA held on average, per year, 25-30 events or meetings that required similar organisational services. For 2015 and following years we estimate a small increase in the number of events organized in this framework. ENISA organises four general types of events (figures are indicative!):

1. Meetings of statutory bodies (*Management Board, Executive Board, Permanent Stakeholders Group, ad-hoc groups, etc.*)
2. Operational meetings (expert groups, workshops, conferences, seminars etc.);
  - 2.1. Each expert group meeting could be attended by an average of 5-35 participants. These events are likely to be numerous, but small scale, as a small number of participants is expected to join each meeting.
  - 2.2. Each workshop could be attended by an average of 36-100 participants.
  - 2.3. Each conference could be attended by an average of 70-120 participants.
3. Co-organised events that sometimes are organised by ENISA and they involve ca 50 participants.
4. High profile events
  - 4.1. At least one High Level event per year that attracts 120-250 participants representing policy, industry and academia in network and information security.

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 tenderers may be requested to make arrangements at locations throughout Member States' capitals or major cities.

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, launches, receptions range from 12 to 200 participants and they require the ability to provide adequate catering, support services and technical facilities as specified in the tenderers proposal.

## **2. DETAILED REQUIREMENTS**

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.

In general ENISA remains the owner of data collected, including any and all personal data related to an event and the successful tendered transfers to ENISA in electronic format all data collected at the organisation of a conference at the end of each event. Data must be treated by the prospective Contractor as confidential and personal data is treated in line with the requirements of Directive 95/46/EC as transposed to the respective Member State of establishment of the prospective Contractor. At the end of the contractual relationship, at the latest ENISA will request the data base related to its request from the prospective Supplier.

Communications between ENISA and the prospective Contractor will be carried out in writing using email; voice communication is allowed of course.

### **2.1 Overall description of tasks**

Typically, before for each event, ENISA is likely to send the prospective Contractor a detailed description of all requirements in a notice period depending on the number of participants<sup>1</sup>:

- minimum 1 month for events up to 40 participants
- minimum 2 months for events with more than 40 participants

ENISA will make efforts to observe the above mentioned notice periods, however the prospective tenderer needs to take into account that it is not always possible, due to the dynamics of select activities of the Agency, in exceptional cases 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 at short notice.

For complex or high level events, the prospective Contractor shall be prepared to provide ENISA with the full range of services, as listed in the current tender specifications. At the same time, the prospective Contractor 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 (i.e. microphones etc.)
- Hotel accommodation
- Lunch/dinner menus
- Coffee/tea breaks (2 per day)

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<sup>1</sup> 'Participants' refers to external participants - i.e. guests. (Not ENISA staff.)  
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For events with a total cost which is below €2500 (net price, service fee and VAT exempt), the prospective Contractor shall provide the Agency with at least two options for the services mentioned above.

Only in duly justified cases, where the prospective Contractor can prove that it is not possible to obtain the option volumes mentioned above to meet the requirements of ENISA, the Agency may 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 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.

For each service used, the prospective Contractor shall be entitled to a separate service fee (as explained in Article 3.1 below).

The prospective Contractor shall be responsible for checking 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 contractor shall be responsible for immediate rectification.

Prospective tenderers need to consider the following aspects:

- The provision of conference venues/meeting rooms for: conferences, seminars, lunches and receptions will be required at various locations throughout Europe.
- A number of events (at least two statutory events and 3-5 operational meetings per year as defined in section 2.1) are organised at the Agency's Seat in Heraklion, Greece or at the Agency's Operational Office in Athens, Greece.
- 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 complete with a refund policy and notice periods applicable, (including the change of travelling plans for participants) must be clearly outlined.



## **2.2 Requirements regarding events organisation staff**

A high level of professionalism, past experience and client orientation is expected by the prospective Contractor's staff servicing ENISA. As English is the working language of ENISA prospective designated staff and associates need to be able to meet this requirement. Good knowledge of the geographical areas in which ENISA is mainly operating (like for example, Brussels, Berlin, London) is also considered very useful. ENISA expects that at least one experienced project manager (at least 5 years' experience and suitably backed up) will be made available to ENISA account, as appropriate. While evaluating the offers, one important factor will be the experience in event organization. ENISA expects that the prospective Contractor will assign at least 2 staff members to cover ENISA events and the staff member will have more than 3 years expertise in events organization. The CVs of the project manager and/or staff members should include events or information about previous events they organized (size, length, type of services).

Any changes to the events organisation staff shall be promptly notified to ENISA; if the change concerns the designated personnel of the prospective Contractor, changes including a detailed CV and contact details will be promptly notified (e.g. within 1 month from taking place). To ease up transition it is expected that the prospective Contractor's staff involved in the ENISA account, (e.g. Project Manager, contact person etc.) remain unchanged during the first year of performance of the contract and they are not replaced without the consent of ENISA.

## **2.3 Communication with participants (in general)**

The prospective Contractor may be required to maintain contact as necessary with the participants registered for the event, in order to communicate details about registration, travelling, the venue, accommodation, etc. Details will be depicted below in the relevant sections of Article 2.

## **2.4 Working hours**

The prospective Contractor shall be in a position to provide the services during normal working hours (Monday to Friday (9:00 – 17:30 CET +1), except public holidays which shall be communicated to ENISA at the beginning of each year.

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 designated ENISA staff.

## **2.5 Event preparation**

### *2.5.1 Requirements regarding online registration for events*

At the request of ENISA, the prospective Contractor shall be fully responsible for organising an online registration system for the event and managing the participants list, including all relevant information such as date and time of arrival/date and time of departure/special meal requirements, etc.

The web form for registration should be accessed via an online registration system. The web form should be clear, user friendly and contain all information needed. Confirmation of registration should be sent to each participant within a time frame as specified below. Registration formatting must be agreed upon with ENISA.

The legal framework of collecting and processing personal data should be clearly stated on this form. It should indicate that submitting personal information is voluntary and processing of personal data shall be treated in accordance with Regulation (EC) 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data.

It is expected that pursuant to the registration, acknowledgement (by e-mail) of registration and hotel booking confirmation shall be sent to the registered participant within two working days. Additional practical arrangements, if requested by ENISA, should be communicated five days prior to the event.

The prospective Contractor may be asked 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.
- 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.
- Registration statistics and overviews.

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 Contractors may be asked to carry in part or whole the tasks described above (e.g. management of the participants' list, confirmation of hotel bookings etc.).

#### 2.5.2. Requirements regarding travel arrangement services

At the request of ENISA, the prospective Contractor shall organise pre-paid travel arrangements for participants. Under this service, the tenderer 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>2</sup>) to the venue of the event , including organisation of pre-paid travel tickets (visas might have to be issued in some rare cases)
- Liaison with airlines/travel agencies.
- Organisation of pre-paid flight tickets at the best price terms.
- 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!).

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<sup>2</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 travel by railway, booking and issuing (preferably first class) tickets.
- Organise on-site shuttle transportation services (airport to and from venue and hotel)

### 2.5.3. Requirements regarding accommodation services

The prospective Contractor will have to carry out the following tasks:

- Offer suitable quality hotels (five, four or three stars, single/double used as single rooms, including breakfast) in close proximity to the venue and within the maximum ceilings (set by the European Commission) applicable to the country where the event is convened as determined in Annex IX. 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.
- Negotiation of the best company prices, complimentary rooms, reduction of penalties and no show policies.
- Flexibility is required with regard to deadlines for last minute changes/cancellations. For this reason we will not accept bookings for services which will result in 100% cancellation fees if requested a reasonable period before the actual event.
- 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 are to be avoided).
- Negotiate a deposit with the hotel and in coordination with ENISA as appropriate.
- Draft and send participants' list as required by ENISA.
- 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 ENISA and 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 ENISA.
- If the event venue is a hotel, ENISA staff may have to be accommodated therein.

### 2.5.4. Preparation of practical information

The prospective Contractor may be requested to prepare all necessary documents etc. that can be considered as "Practical information" for both ENISA staff and the participants of the event. More details about the "Practical information" will follow further below in the section "Services during an event / at the venue".

### 2.5.5. 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:

- Compile information packs and conference kits using documents supplied by ENISA. The

prospective Contractor may be required to supply local information such as maps, directions to the venue etc.

- Welcome packs (to be delivered to participants at the hotel 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 contractor 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 Contractor shall be responsible for immediate rectification.
- It must be possible to produce professional grade badges before the event; however there should also be printing capability on the spot during the event.
- 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.

#### 2.5.6. Preparation of logistics

The prospective Contractor can (in agreement with ENISA) be expected to support the organisation of other aspects of an event (for example transportation from the airport to hotel, transportation to the venue of the event, interpretation services, technical support on-site, on-site registration facilities, protocol items (flags), etc.). More details will follow further below in Article 2.6 "Services during an event / at the venue".

#### 2.5.7. Organisation and administration of cultural/social programme

At the request of ENISA, the prospective Contractor may be asked to organise a social and/or cultural programme for event participants. In this case the Agency provides information on the format of the cultural/social programme required.

Based on this information, the prospective Contractor shall offer ENISA several alternatives. The prospective Contractor shall be fully responsible for the preparation of the cultural/social programme and for managing any related administrative aspects during the event.

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 prospective 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.

#### 2.5.8. Restaurant selection and reservation

Along with catering services on the day of the event, dining for event participants **is likely** to take place on the evening preceding ENISA statutory events or High level meetings or upon request as appropriate. In these cases, dining should be made available at hotel used for other services related to the event (e.g. event venue); exceptionally the prospective Contractor may be requested to select and book a suitable restaurant. When such events are taking place at the event venue, this shall be considered as part of the overall event catering and therefore only the catering fee shall apply.

### **2.6 Services during an event / at the venue**

#### 2.6.1. General services during an event

On top of the tasks and provisions described in Article 2.5 “Event preparation”, the prospective Contractor, upon a request from ENISA, shall carry out any necessary task during an event that is necessary for a smooth event management process. In particular the following items can be asked from the prospective Contractor:

#### 2.6.2. Catering services

At the request of ENISA, the prospective Contractor shall provide catering for the event at the event venue. This can include, but is not limited to, coffee breaks, lunches, buffet dinners, a welcome cocktail, and a gala dinner (for High Level meetings only). The prospective Contractor shall be responsible for organising the meals (as many as requested) during the event and shall make the necessary reservations for the number of participants.

This may cover the following:

- organisation of coffee breaks and lunches at the venue in line with the agenda of the event;
- organisation of receptions, cocktails, and/or gala dinners;
- provision of refreshments and mineral water in the conference/meeting rooms;
- organisation of additional meals (i.e. meals not included in the event programme) for participants, preferably providing a range of alternative restaurants.

The prospective Contractor shall take into account the cultural or personal dietary requirements of participants (religious, vegetarian, dietary) and shall plan individual menus if required. A choice of menus shall be presented to ENISA for approval.

If necessary, the contractor shall provide translation of menus into English and printed copies in line with the event branding (logo, title and date of the event, etc.). Seating order and place names for gala dinners shall be organised following instructions sent by the Agency.

#### 2.6.3. Practical information

The prospective Contractor may be required to provide on-site information to participants, such as:

- A diagram/map showing how to get to the venue, city map, hotel map.
- Full hotel details (name, address, fax, tel. numbers, a link to their website).
- Clear indication of hotel rates for self-funding guests, check in and checkout time.
- Opening time for on-site registration desk.
- Airport arrival and instructions for pick up or, alternatively, public transport.
- Language of the city, currency and exchange facilities, banking, tipping.
- Facilities for persons with disabilities.
- Electrical plug type, climate, clothing (as appropriate).
- Confirmation and follow-up.

2.6.4. On-site registration needs, including secretarial assistance such as document printing, copying and scanning, and ad hoc travel arrangements

Upon request of ENISA, the prospective Contractor shall provide registration desk and secretariat assistance, including printing/copying and/or scanning of materials necessary for or related to the event, such as agenda, participants' lists, application forms for reimbursement of travelling expenses, boarding passes, and the related supporting documents, name plates, badges, maps, signs, seating plans etc.

For performing such tasks the prospective Contractor may be asked to provide service personnel during the event. 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 contractors would be limited to performing technical tasks only. Their exact scope will be defined in the specific request to be submitted by ENISA.

If necessary the prospective Contractor is expected to arrange ad hoc local transportation/transfer to airport/hotel or between the hotel and the venue for the participants, or other provisions as agreed with ENISA.

2.6.5. Technical equipment

When necessary (and when agreed with ENISA) technical assistance and support shall be made available along with any technical equipment as specified under article 2.1 above.

If requested, the prospective Contractor shall provide photo, video and/or audio recording services to cover all or part of the event. Depending on the nature of the event, these services might also be needed before or after the event. They may also include editing, adding digital effects, audio mixing, etc.

2.6.6. Interpretation and/or transcription

Interpretation services and/or the transcription of 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.

2.6.7. Implementation of protocol matters

Special arrangements might be required for events involving high level attendance. In such a case specific instructions will be issued by ENISA. Requirements in this case may include the following:

- Special decoration, such as flowers.
- Flags to be laid out according to the diplomatic protocol of the European Union.
- Interpretation, as necessary including beyond the official languages of the event.
- Seating arrangements at the conference.
- Seating arrangements at social events/gala dinner.
- On-site security services as appropriate and requested.

## **2.7 Services after the event**

At the request of ENISA, the contractor shall support ENISA with the evaluation of an event.

For High-level events or in exceptional cases, the contractor might be asked to make available an on-line event evaluation tool, preferably through the web (as a website). The form should be clear, user friendly and contain all information needed by the participants to evaluate the event. Confirmation of submitted evaluations should be sent to each participant. Evaluation forms must be agreed upon with ENISA.

## **2.8 On line event management tool and workflow**

Prospective Contractors need to specify whether they possess, operate and make available to ENISA an on-line event management tool and workflow that would allow the seamless management of events on the client side. As a minimum such a tool should permit ENISA staff to order services required from a pre-agreed set of options (as per this Call for Tenders) and monitor implementation via a workflow.

Prospective Contractors need to include all costs associated with such a tool in their price offering. ENISA reserves its right to use the Contractor's events management system, or another one of its own to manage its events.

## **2.9 Events' contacts database**

Upon contract termination or expiration, the prospective Contractor will release to ENISA the contacts database related to the organisation of ENISA events.

## **2.10 Indicative list of typical services to be ordered by ENISA via the contract**

- Event venue inclusive of wireless Internet access, beamer, screens, printer etc.
- Catering (in a venue provided by ENISA):
  - Buffet lunch (3 courses) with non-alcoholic beverages (1 lunch per event-day)
  - Coffee/Tea breaks (2 per 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)
- Dinner (1 dinner per event day; upon request; at a restaurant; buffet or served)

- Microphones (including lapel / desktop units) and sound system as appropriate
- Country name plates
- Participant's name plates
- Participants badges, lanyards etc.
- White boards, flipcharts, paper, pens etc.
- Video conference equipment
- Registration forms management via a web interface, satisfaction survey
- Accommodation (single occupancy, rate for 1-2 overnights in a reputable 4\* hotel)
- Airport and local transfers
- Flight bookings
- Secretarial services on site (participants' registration and support, secretarial assistance, like document printing, copying and scanning etc., mail support, housekeeping, event evaluation forms)
- Guards
- Interpreters' booths and technical equipment for simultaneous interpreting (amplifiers, microphones etc.)
- Interpretation services per sets of two interpreters (e.g. English to French)
- Social/cultural program
- Additional support/technical staff requested
- Other services, depending on the specific features of the event (i.e. VIP transportation and/or services)

### 3 INSTRUCTIONS TO COMPLETE THE PRICE OFFER

PLEASE NOTE: Your 'Financial Offer' shall be solely based on the 'Commission' concept.

ENISA requests tenders to clearly provide a **commission percentage** which will be applied to the total price of goods or services (VAT exempt) ordered by ENISA for the organisation of an event.

ENISA requires this commission to be calculated based on the combined price of each event which we have presented as three (3) progressively scaled brackets that range as follows:

- **Event Cost Bracket 1 – 1€ to 2.500€**
  - average event cost (2013-2014) 1.500€ - approximately 35% of ENISA events fall in this bracket,
- **Event Cost Bracket 2 – 2.501€ to 7.500€**
  - average event cost 4.000€ - approximately 35% of ENISA events fall in this bracket,
- **Event Cost Bracket 3 – 7.501€ to 30.000€**
  - average event cost 14.000€ - approximately 30% of ENISA events fall in this bracket.





Tenderers are asked to provide their **commission** as a percentage of the net price for each of the three price brackets specified in the Financial Offer form. This **commission** represents the entire service fee to be paid by ENISA for the organization of each specific event. In addition, ENISA will pay the actual prices for goods and services ordered and supplied by a third party e.g. event venue/caterer/hotel/transport supplier etc.

Tenderers are hereby requested to provide their commissions for services by **using the Financial Offer form Annex IV**. It is highlighted that the agency is seeking quality and value for services rendered. The service commission shall **NOT** include any third party costs (such as for example technical staff, accommodation etc.).

### 3.1 Calculation of commission for services provided

The price evaluation of the tender will be based on the commission (in percentage) as indicated in the financial offer. Please DO NOT fill in the financial offer form with actual figures in euros. Using anything other than a percentage figure will result in your offer being rejected.

Example:

Booking commission per event in percentage points (%)		
Event cost bracket A	Event cost bracket B	Event cost bracket C
From 1€ to 2500€	From 2501€ to 7500€	From 7501€ to 30000€
TOTAL cost of goods or services acquired (net price, VAT exempt)	TOTAL cost of goods or services acquired (net price, VAT exempt)	TOTAL cost of goods or services acquired (net price, VAT exempt)
2% 	.....%	.....%
€125 		

## 4 ORGANISATIONAL ASPECTS

### 4.1 Request for services

As specified under section 2.1 for each event to be organised ENISA will issue a detailed 'request for services'. Within no more than 5 working days the contractor should submit a quotation for all services including prices and minimum two or three options for main requirements (see section 2.1 for more details) Once all details of the event are mutually agreed upon, ENISA will issue an official purchase order which will contractually bind the contractor and ENISA for the particular event.

**PLEASE NOTE:** No services are to be pre-paid by the contractor UNTIL the purchase order 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.

#### **4.2 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.

***IMPORTANT NOTE: It is the clear intention of this tender that all potential contractors shall accept the payment model which is entirely based on service fees for each service provided, with no extra margin being added to the costs of each service provided by a third party.***

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.

#### **4.3 Financial arrangements / payments**

The contractor shall issue one separate invoice per event organised for all corresponding services rendered (fully based on the signed purchase order), as listed in Article 2 above, after the conclusion of the 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 (see Article 4.2 above)
- Any applicable discounts by third party supplier to the tenderer, as appropriate.
- Any additional fees and charges etc.
- Amounts comprising the contractor's service fees per service type, as listed in Annex IV.

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 Departments/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 prospective Contractor to be clearly stated in their technical offer in case arrangements towards an event have been ordered but they cannot be delivered; 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 Communities, ENISA is exempted from all taxes and duties, including Value Added Tax (VAT).

#### 4.4 Meeting expenses

The prospective Contractor may be requested to attend a coordination meeting(s) at the premises of ENISA in Athens or Heraklion, Greece. In this case the representatives of the prospective Contractor is eligible to be reimbursed on return airfares (economy) and if necessary, accommodation (up to 140 Euros per day for a maximum of two overnight stays depending on meeting and travel schedule) and subsistence at a rate of 50 Euros 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.

### 5. TENDER RESULT AND ESTIMATED CONTRACT VALUE

The contract value without this being binding for ENISA is estimated<sup>3</sup> to be one hundred and eighty thousand (€180,000) Euros annually and in any case limited to a value of seven hundred and twenty thousand (€720,000) Euros over a maximum possible period of 4 years. (These figures include the costs of the actual services provided as well as the fixed service fees to be paid to the contractor).

### 6. CONTENT AND PRESENTATION OF THE TECHNICAL OFFER

a) The Tenderer shall enclose with the Technical Offer all documents and information that will enable its offer to be assessed in terms of quality and of compliance with the Terms of Reference. (See Annex IX for the Documents Check list)

b) **The Tenderer is also required to include an electronic copy of its 'Technical Offer' and 'Financial Offer' form** together with paper copies that are mandatory. Electronic copies may be submitted on a physical medium (e.g. CD/DVD, USB stick) only. Please do not provide a link to a remote (e.g. file server based or cloud based etc.) service as this cannot be accepted.

### 7. CONTENT AND PRESENTATION OF THE PRICE OFFER

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

Please take special care to enter 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.

### 8. DATA PROTECTION AND TRANSPARENCY

While personal data mainly includes professional contact data, specific conditions may apply depending on the context and the type of personal data collected.

Regarding personal data, the EU data protection applicable on the Agency and its Contractors includes the following instruments:

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<sup>3</sup> Please note that depending on budget availability and the needs of the contracting authority, the maximum amounts stated above can be increased by up to 50%

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

Particular attention needs to be paid to transparency conditions that are applicable in the Agency, as they emanate from the following instrument:

- Regulation (EC) No. 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents.

## 9. PRICE

Prices submitted in response to this Tender must be inclusive of all costs involved in the performance of the contract. In this tender, the commission percentages must be calculated based on event costs which are based on the Euro and VAT excluded.

## 10. PRICE REVISION

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

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

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

Revision shall be calculated in accordance with the following formula:

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

where

- Ar = revised total amount;
- Ao = total amount in the original tender;
- Io = index for the month in which the validity of the tender expires;
- Ir = index for the month corresponding to the date of receipt of the letter requesting a revision of prices.

## 11. 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.

## 12. PERIOD OF VALIDITY OF THE TENDER

Tenderers must enclose a confirmation that the prices given are valid for (90) ninety days from the date of submission of the tender.

## 13. PROTOCOL ON PRIVILEGES AND IMMUNITIES OF THE EUROPEAN COMMUNITIES

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

## 14. 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 20 days after the report is submitted. The payment will be made within (30) thirty days from the date of approval of the report and the invoice. In order to be eligible, an invoice has to comply with the requirements mentioned in Article 4.3.

## 15. CONTRACTUAL DETAILS

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

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

The tender will conclude, valid as of the date of the last signature, with a one-year Framework Service contract, tacitly renewable on a yearly basis for a maximum of four years. The services to be provided will be ordered on each occasion via a written request for quotation sent to the contractor either by email or by fax. A purchase order shall then be sent to the contractor upon satisfactory negotiation of the services for each particular event

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

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

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

## PART 3 ADMINISTRATIVE DETAILS

### 1. FORMAL REQUIREMENTS

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

You are invited to tender for this project and requested to submit (despatch) your tender no later than **26<sup>th</sup> August 2015** either by:

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

or

b) **Hand-delivery** (direct or through any authorised representative of the Tenderer) by 17.00 hours on **26<sup>th</sup> August 2015** at the latest to the address shown below (please, be informed that only delivery during working hours 09:00-17:00 hrs. is accepted). In the case of hand-delivery, in order to establish proof of the date of deposit, the depositor will receive from an official at the below-mentioned address, a receipt which will be signed by both parties, dated and time stamped.

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

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

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

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

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

## 1.2 Presentation of the Offer and Packaging

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

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

<p>OPEN CALL FOR TENDER NO.      <b>ENISA F-COD-15-T37</b></p> <p><b>“Events Organisation Services II”</b></p> <p>NOT TO BE OPENED BY THE MESSENGER/COURIER SERVICE</p> <p>NOT TO BE OPENED BY THE OPENING COMMITTEE BEFORE <b>8<sup>th</sup> Sept 2015</b></p> <p>TENDERED BY: &lt; <i>INSERT YOUR COMPANY NAME</i> &gt;</p>
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The **inner envelope** should be addressed as follows:

<p>OPEN CALL FOR TENDER NO.      <b>ENISA F-COD-15-T37</b></p> <p><b>“Events Organisation Services II”</b></p> <p>NOT TO BE OPENED BY THE OPENING COMMITTEE BEFORE <b>8<sup>th</sup> Sept 2015</b></p> <p>TENDERED BY: &lt; <i>INSERT YOUR COMPANY NAME</i> &gt;</p>
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## 1.3 Identification of the Tenderer

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

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

### a) For private entities:

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

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

**b) For Individuals:**

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

**c) For Public Entities:**

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

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

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

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

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



Tenderer and their bank (or by producing a recent bank statement which clearly shows the IBAN number).

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

#### **1.4 Participation of Consortia or group of service providers**

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

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

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

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

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

#### **1.5 Subcontracting**

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

Offers involving subcontracting will be assessed as follows:

- The exclusion criteria (see article 2.1 below) of all identified subcontractors whose intended share of the contract is above 10% will be assessed. The 'Declaration of Honour with respect to the Exclusion Criteria and Absence of Conflict of Interest' included as Annex III, duly signed and dated, stating that the subcontractor is not in one of the exclusion situations, must be provided by each identified subcontractor.

- Where the tenderer relies on the economic, financial, technical and professional capacity of the identified subcontractor(s) to meet the selection criteria, subcontractors shall be treated as if they were partners in a consortium or a group of companies for the purposes of the evaluation of the selection criteria, and therefore, they shall provide proof of economic, financial, technical and professional capacity as well (see articles 3.1 to 3.3 below).

The sub-contractor must not sub-contract further.

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

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

#### **1.4 Signatures of the Tender**

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

#### **1.5 Total commission (in percentage)**

A fixed commission expressed in percentage for each price bracket must be included in the Tender.

#### **1.6 Language**

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

#### **1.7 Opening of the Tenders**

The public opening of received tenders will take place on **8<sup>th</sup> Sept 2015 at 10:00am** at ENISA Building, Science and Technology Park of Crete, GR - 70013 Heraklion, Greece.

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

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

### **2.1 Reasons for Exclusion**

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

- They are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or
- Are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- They have been convicted of an offence concerning their professional conduct by a judgement which has the force of res judicata;
- They have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- They have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- They have been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- Following another procurement procedure or grant award procedure financed by the Community budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

Tenderers must certify that they are not in one of the situations listed in point 2.1 (see Annex III: Exclusion criteria and non-conflict of interest form). If the tender is proposed by a consortium this form must be submitted by each partner.

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

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

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

See last paragraph point 2.1.

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

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

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

### 3. SELECTION CRITERIA

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

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

#### 3.1 Professional Information

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

#### 3.2 Financial and Economic Capacity

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

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

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

- b) A statement of the average turnover of the last two (2) financial years for which accounts have been closed. The **minimum annual average turnover of the tenderer shall be of €180,000.00**. In case of a consortium, the annual average turnover for each of the partners shall be presented. The sum of the annual average turnovers of each partner will be taken into account to reach the annual average turnover of €180,000.00
- c) If tenderers will call on the competences of another entity (for example, a parent company), a written undertaking by the said entity certifying that it will make available to the tenderers the resources required to implement the contract.

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

### 3.3 Technical and professional capacity

- a) Report presenting the company and describing its activities
- b) Good working knowledge of English (knowledge of other EU languages would be an advantage)
- c) The tenderer must provide CVs of the personnel designated (including back-ups) to carry out these services;
- d) Tenderer should provide a list of references (minimum 5, public or private) and the main services provided over the last three years for similar contracts including their relevant contact details.
- e) Management capability (including, but not limited to, project management in a European context and quality assurance).

## 4. AWARD CRITERIA

### 4.1 Quality of the Offer

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

No	Qualitative award criteria		Weighting (max. points)
1.	Prior experience in the services requested; infrastructure and internal organisation of the tenderer	Prior experience in the field of services requested. How and which infrastructures and resources will be used in order to service the needs of ENISA, how the staff will be organised in order to guarantee efficiency towards the needs of ENISA, in response to the requirements listed in Part 2: Articles 1 & 2. Availability of an events management tool as per Part 2: Article 2.8.	30
2.	Conformance with services requested	Conformance of the offered services with the requirements set out in Part 2: Articles 2.1 to 2.7 of the Technical Description, which are the required services to be rendered by the prospective Contractor.	30
3.	Quality and appropriateness of technical proposal and value of the fee structure	Demonstrated understanding of the proposed scenarios, accuracy and quality in relation to detail, scheduling and value for money of the fee structure.	40
<b>Total Qualitative Points (QP)</b>			<b>100</b>

### Minimum attainment per criterion

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

### Minimum attainment overall

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

The sum of all criteria gives a total of 100 points. The respective weighting between the different awards criteria depends on the nature of the services required and is consequently closely related to the terms of reference. The award criteria are thus quantified parameters that the offer should comply with. The **qualitative award criteria** points will be weighted at **50%** in relation to the price.

## 4.2 Price of the Offer

Tenderers must provide commission values expressed as a percentage (%) in each blank box as shown in Annex IV – Financial Offer form – failure to provide a percentage value in each box may lead to exclusion of your offer.

The total bid price '**P<sub>B</sub>**' will be calculated as being:

$$P_B = ((P_A * 1500 * 35\%) + (P_B * 4000 * 35\%) + (P_C * 14000 * 30\%))^4$$

where:

**P<sub>B</sub>** = Total bid price

**P<sub>A</sub>**: Commission for 'Event cost bracket A' (1€-2.500€)

**P<sub>B</sub>**: Commission for 'Event cost bracket B' (2.501€-7.500€)

**P<sub>C</sub>**: Commission for 'Event cost bracket C' (7.501€-30.000€.)

## 5. AWARD OF THE CONTRACT

The contract will be awarded to the offer which is the most cost effective (offers the best value for money) which obtains the highest number of points after the final evaluation on the basis of the ratio between the **quality criteria (60%) and the price (40%)**. The following formula will be used:

$$\text{TWP} = (\text{QP} \times 0.6) + (\text{PB} \times 0.4)$$

Where;

---

<sup>4</sup> To calculate **P<sub>B</sub>** a weighting is applied in the order of 35% for 'Event cost bracket A', in the 1-2500€ range with an average cost of 1500 euros; 35% for 'Event cost bracket B' in the 2501-7500€, with average cost of 4000euros; and 30% for 'Event cost bracket C' with costs above 7501 euros with an average price of 14.000 euro.

<b>QP =</b>	Qualitative points
<b>PP =</b>	Weighted price points
<b>TWP =</b>	Total weighted points score

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

## **6. PAYMENT AND STANDARD CONTRACT**

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

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

## **7. VALIDITY**

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

## **8. LOTS**

This Tender is not divided into Lots.

## **9. ADDITIONAL PROVISIONS**

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

## **10. NO OBLIGATION TO AWARD THE CONTRACT**

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

## **11. DRAFT CONTRACT**

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

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

## 12. SPECIFIC INFORMATION

### 12.1 Timetable

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

Title: **“Events Organisation Services II”**

**ENISA F-COD-15-T37**

#### Summary timetable comments

Launch of tender - Contract notice to the Official Journal of the European Union (OJEU)	<b>10<sup>th</sup> July 2015</b>	
Deadline for request of information from ENISA	20 <sup>th</sup> August 2015	
Last date on which clarifications are issued by ENISA	21 <sup>st</sup> August 2015	
Deadline for submission of offers	<b>26<sup>th</sup> August 2015</b>	in case of hand-delivery (17:00 local time. This deadline is fixed for the receipt of the tender in ENISA's premises)
Opening of offers	<b>8<sup>th</sup> September 2015</b>	At 10:00 Greek time
Date for evaluation of offers	<b>8<sup>th</sup> September 2015</b>	At 11:00 Greek time
Notification of award to the selected candidate + 10 day standstill period commences	Mid-September 2015	Estimated
Contract signature	end-September 2015	Estimated
Commencement date of activities	As per tender	Estimated
Completion date of activities	As per tender	Estimated



# ANNEX I

## Legal Entity Form

The specific form for;

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

is available for download in each of the 23 official languages at the following address:

[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)

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

# ANNEX II





## **FINANCIAL IDENTIFICATION FORM**

**- SPECIMEN FOR THE TENDERER -**

(to be completed by the Tenderer)

The Tenderer's attention is drawn to the fact that this document is a sample only, and a specific form in each of the 23 official languages is available for download at the following address:

[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)

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

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

## ANNEX III

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

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

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

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

or

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

Full official name: .....

Official legal form: .....

Full official address: .....

VAT registration number: .....

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

a) is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

b) has been convicted of an offence concerning professional conduct by a judgment of a competent authority of a Member State which has the force of *res judicata*;

c) has been guilty of grave professional misconduct proven by any means which the contracting authorities can justify including by decisions of the European Investment Bank and international organisations;

d) is not in compliance with all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established, with those of the country of the contracting authority and those of the country where the contract is to be performed;

e) has been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity, where such activity is detrimental to the Union's financial interests;

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

➤ (*Only for legal persons other than Member States and local authorities, otherwise delete*) declares that the natural persons with power of representation, decision-making or control<sup>5</sup> over the above-mentioned legal entity are not in the situations referred to in b) and e) above;

<sup>5</sup> This covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares.

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

g) has no conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinity, family, emotional life or any other shared interest;

h) will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;

i) has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to award of the contract;

j) provided accurate, sincere and complete information to the contracting authority within the context of this procurement procedure ;

➤ acknowledges that *[the above-mentioned legal person][he][she]* may be subject to administrative and financial penalties<sup>6</sup> if any of the declarations or information provided prove to be false.

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

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

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

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

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

.....  
Full name

.....  
Signature

.....  
Date

---

<sup>6</sup> As provided for in Article 109 of the Financial Regulation (EU, Euratom) 966/2012 and Article 145 of the Rules of Application of the Financial Regulation

**ANNEX IV**  
**FINANCIAL OFFER**  
**Events Organisation services II**  
**F-COD-15-T37**

Booking commission per event in percentage points (%)		
Event cost bracket 'A'	Event cost bracket 'B'	Event cost bracket 'C'
<b>From 1€ to 2500€</b>	<b>From 2501€ to 7500€</b>	<b>From 7501€ to 30000€</b>
TOTAL cost of goods or services acquired (net price, VAT exempt)	TOTAL cost of goods or services acquired (net price, VAT exempt)	TOTAL cost of goods or services acquired (net price, VAT exempt)
.....%	.....%	.....%

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

**Print name:**  
*(of the Tenderer or authorised representative)*

**Signature:**

**Date:**

# **ANNEX V**

## **Model Framework Service Contract template**

**(See attached file)**

## ANNEX VI

### ADMINISTRATIVE IDENTIFICATION AND DECLARATION FORM:

IDENTIFICATION OF THE TENDERER	
Name of Tenderer <i>(in full)</i>	
Legal form of Tenderer <i>(e.g. SA)</i>	
Date and country of registration	
Registration number	
VAT number	
Registered office address	
Administrative address (if different to above)	
Name of contact person	
Position <i>(e.g. Manager)</i>	
Telephone number	
e-mail address	
Website	

DECLARATION BY AUTHORISED REPRESENTATIVE OF TENDERER <sup>7</sup>	
<i>I, the undersigned, certify that the information given in this tender is correct &amp; that the tender is valid.</i>	
First name	
Last name	
Title <i>(e.g. Mr, Mrs, Dr, Professor.)</i>	
Position <i>(e.g. Director)</i>	
Telephone number	
e-mail address	

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

<sup>7</sup> Must be a legally constituted representative of the tendering entity otherwise the tender signature is invalid  
 F-COD-15-T37      Events Organisation Services II

# ANNEX VII Consortium form

Name of tenderer:

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

Permanent:  Legally established:  Specifically for this tender:

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

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

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

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



## ANNEX VIII Sub-contractors form

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

\* add additional lines for subcontractors if required.

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

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

# ANNEX IX Document CHECKLIST

## WHAT MUST BE INCLUDED IN THE TENDER SUBMISSION:

PLEASE TICK EACH BOX  AND RETURN THIS CHECKLIST

TOGETHER WITH YOUR OFFER

- |    |                                                                                 |                          |
|----|---------------------------------------------------------------------------------|--------------------------|
| 1  | <b>Technical Offer</b>                                                          | <input type="checkbox"/> |
| 2  | <b>Professional information</b> (see Part 3 – Article 3.1)                      | <input type="checkbox"/> |
| 3  | <b>Proof of financial and economic capacity</b> (see Part 3 – Article 3.2)      | <input type="checkbox"/> |
| 4  | <b>Proof of technical and professional capacity</b> (see Part 3 – Article 3.3)  | <input type="checkbox"/> |
| 5  | <b>Legal Entity Form</b> <sup>8</sup> (Annex I) signed and dated                | <input type="checkbox"/> |
| 6  | <b>Financial Identification Form</b> <sup>9</sup> (Annex II) signed and dated   | <input type="checkbox"/> |
| 7  | <b>Declaration on Honour on exclusion criteria</b> (Annex III) signed and dated | <input type="checkbox"/> |
| 8  | <b>Financial Offer</b> (Annex IV) signed and dated                              | <input type="checkbox"/> |
| 9  | <b>Administrative ID &amp; Declaration form</b> (Annex VI) signed and dated     |                          |
| 10 | <b>Consortium form</b> (Annex VII) signed and dated - if applicable             | <input type="checkbox"/> |
| 11 | <b>Sub-Contractors form</b> (Annex VIII) signed and dated - if applicable       | <input type="checkbox"/> |

**\*The tenderers' attention is drawn to the fact that any total or partial omission of documentation requested may lead the Contracting Authority to exclude the tender from the rest of the procedure.**

**Print name:**

**Signature:**

**Date:**

*(of the Tenderer or authorised representative)*

<sup>8</sup> If you have provided a Legal Entity form to ENISA within the previous 12 months maximum and no details have changed in the meantime, then you may provide a photocopy of this previous form.

<sup>9</sup> If you have provided a Financial Identification form to ENISA within the previous 12 months maximum and no details have changed in the meantime, then you may provide a photocopy of this previous form.