

OPEN CALL FOR TENDERS

Tender Documentation

“Production and supply of branded promotional material”

ENISA F-EDO-20-T32

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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 is actively contributing to European cybersecurity policy, in order to support Member States and European Union stakeholders to support a response to large-scale cyber incidents that take place across borders in cases where two or more EU Member States have been affected. This work also contributes to the proper functioning of the Digital Single Market.

1.2 SCOPE

The Agency shall assist the European Commission and EU Member States (EU MS), and in consequence cooperate with the business community, in order to help them to meet the requirements of network and information security, thereby ensuring the smooth functioning of the Internal Market. As described in ENISA regulation, one of the objectives of the agency is to assist the Union institutions, bodies, offices and agencies in developing policies in network and information security, so, including building expertise related to availability, authenticity, integrity and confidentiality of stored or transmitted data and the related services offered by or accessible via those networks and systems. For instance, the new ENISA regulation mentions the necessity to analyse current and emerging risks (and their components), stating: *“the Agency, in cooperation with Member States and, as appropriate, with statistical bodies and others, collects relevant information”*. In particular, under Art. 3, Tasks, d), iii), the new ENISA regulation states that ENISA should enable effective responses to information security risks and threats.

ENISA supports the development and implementation of the European Union's policy and law on matters relating to network and information security (NIS) and assists Member States and European Union institutions, bodies and agencies in establishing and implementing vulnerability disclosure policies on a voluntary basis.

Since 2019, following the bringing into force of the Cybersecurity Act (Regulation 2019/881), ENISA is tasked to prepare the ‘European cybersecurity certification schemes’ that serve as the basis for certification of products, processes and services that support the delivery of the Digital Single Market. The European Cybersecurity Act introduces processes that support the cybersecurity certification of ICT products, processes and services. In particular, it establishes EU wide rules and European schemes for cybersecurity certification of such ICT products, processes and services.

1.3 OBJECTIVES

The Agency's objectives are as follows:

- The Agency shall enhance the capabilities of the cybersecurity community including EU Member States to prevent, to address, and to respond to cybersecurity issues and threats.
- The Agency shall provide assistance and deliver advice to the Commission and EU MS on issues related to cybersecurity falling within its competencies as set out in the Regulation.
- Building on national and EU efforts, the Agency shall develop a high level of expertise.
- The Agency shall use this expertise to stimulate broad cooperation between actors from the public and private sectors.
- The Agency shall assist the Commission, in the technical preparatory work for updating and developing EU legislation in the field of cybersecurity.

2. ADDITIONAL INFORMATION

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

PART 2 TECHNICAL SPECIFICATIONS

I. SCOPE OF THIS TENDER

The purpose of this Call for Tenders is to find a suitably qualified contractor to provide the items and materials as stipulated in the Technical Specifications outlined below.

Subject of the tender	Maximum budget
Production and supply of branded promotional material	A total budget of € 200.000,00 (two hundred thousand euro) over the maximum possible period of 4 years.
Last date and time for <u>dispatch</u> of offers	10th December 2020 until 18:00 CET
<p>PLEASE NOTE: This tender procedure is limited to tenderers which are legally incorporated in a member state of the European Union/EEA, or which have an incorporated subsidiary in one of the EU/EEA member states. (The Agreement on Government Procurement (GPA) does not apply to EU Regulatory Agencies.)</p> <p>IMPORTANT!</p> <p>Provisions relating to BREXIT</p> <p><i>For UK candidates or tenderers: Please be aware that following the entry into force of the EU-UK Withdrawal Agreement¹ on 1 February 2020 and in particular Articles 127(6), 137 and 138, the references to natural or legal persons residing or established in a Member State of the European Union are to be understood as including natural or legal persons residing or established in the United Kingdom. UK residents and entities are therefore eligible to participate under this call.</i></p>	

¹ Agreement on the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union and the European Atomic Energy Community

1. PURPOSE AND CONTEXT OF THE CONTRACT

The scope of this Call for Tenders is the production and supply of high quality and environmentally friendly, branded promotional material including merchandised clothing and textile products with ENISA's corporate visual identity (by including e.g. ENISA's logo, website address, tag line, graphic motif etc.) through a framework contract, in an efficient, timely and dependable manner.

Materials fully/partly manufactured in Europe will be preferred. Where possible, items made of recycled materials should be offered.

The descriptions for all items are listed in ***Annex IV - Specification and Financial Offer form***. This sheet must be fully completed by the tenderer and a detailed price offer must be submitted for each item in order for the bid to be considered eligible and consequently evaluated.

1.1 DESCRIPTION AND TYPE OF CONTRACT

- a) The specifications and requirements in this document constitute a call for tenders for the **production and supply of branded promotional material, including merchandised clothing and textile products**, in the context of a framework contract signed between the successful tenderer and ENISA.
- b) A framework supply contract will be offered to the successful tenderer. Whenever the Agency wishes to purchase branded promotional material, orders will be placed by means of Order Forms, which will be considered as supplementary agreements to the framework contract. The actual volume of each order will depend on the needs of ENISA.

1.2 PLACE OF DELIVERY FOR GOODS ORDERED

The successful tenderer will be expected to deliver the promotional materials to the following locations:

- a) **ENISA Head Office** located in Marousi Attiki, Greece.
- b) **ENISA Branch Office** located in Heraklion Crete, Greece (alternative location, to be agreed with the prospective contractor prior to the order).
- c) **Brussels Office** (alternative location, to be agreed with the prospective contractor prior to the order).

Occasionally ENISA might request the delivery of promotional material directly to event or exhibition venues. The delivery to different locations will be agreed and budgeted by the contractor accordingly for each individual case.

2. GENERAL REQUIREMENTS

This tender procedure covers the branding, production, delivery and other related services for various types of promotional, printed and “gadget” communication material according to ENISA’s current and future visual identity specifications. It is important to note that ENISA expects to be offered high quality items.

The prospective supplier is expected to be able to provide all branded products as itemised in *Annex IV ‘Specification and Financial Offer form’*.

BRANDING:

The prospective contractor should be able to propose branded material according to the scope of the Agency’s work and target audiences. The contractor shall be requested to apply and adapt existing logos and elements included in the Agency’s corporate visual identity and relevant text (web addresses, key taglines, etc.) or use pre-approved templates designed by the Agency. Therefore, the collaboration of the prospective contractor with a graphic designer will be considered advantageous.

The contractor will be requested to fulfil the following tasks:

- Branding of promotional material;
- Delivery of promotional material to the Agency’s offices in Greece, or other indicated points and destinations.

The Agency expects to receive creative, innovative proposals for promotional goods, which fit, to the Agency’s scope of work. Before the production is launched, the contractor will be obliged to present at least an electronic sample or specimen, and in some cases physical samples, in order to obtain a final approval for production.

The Agency has the following general quality requirements for the promotional items:

Eco-friendly: recycled or organic content, eco-labelled products such as FSC, PEFC, EU Ecolabel, or equivalent sustainable objects; reduced packaging, biodegradable products and working conditions in production. Special attention will be given to products that help the ENISA obtain a ‘greener’ approach.

Creative, innovative, attractive look: originality (unusual, outstanding design, novel communication approach, latest research trends (e.g. material), appealing design and fostering visibility in public.

Practical, useful, effective: promotional items should be both useful and specially designed to be used in the most visible way possible

ENISA will designate a contact point to administer purchasing of branded promotional material and it expects the prospective contractor to designate an account manager (and designated backup) to act as the (single) point of contact for all Agency needs.

3. SPECIFIC REQUIREMENTS

3.1 PRODUCTION OF BRANDED PROMOTIONAL MATERIAL, INCLUDING MERCHANDISED CLOTHING AND TEXTILE PRODUCTS

The tenderer shall be able to provide a wide range of branded promotional material and items, within 2 groups

- a) **"Core"** items
- b) **"Selected"** items for specific target audience.

These materials and items shall be customized with logos, slogans, contact details, internet addresses or any other graphic element or image (when applicable).

3.2 "CORE" ITEMS

The following basic list constitutes the core items to be ordered in most cases by the Agency throughout the duration of the contract. These items are expected to be distributed during ENISA's events, external events, exhibitions, fairs etc.

Generally, orders will be for a minimum of 300pz, 500pz or 1000pz.

3.2.1 STATIONERY

- Pens (ball point pens, pencils, highlighters etc.)
- Notebooks (moleskines etc.)
- Notepads
- Folders

3.2.2 GIFTS AND GADGETS

- Technology gadgets (laser pointers, laptop camera covers, Bluetooth speakers etc.)
- Thermal bottles, Travel cups
- Umbrellas (short/long)
- Key rings
- Cups, mugs and glasses
- Water bottles (aluminium / stainless steel)
- Backpacks
- Lanyards
- Cotton shopping bags
- Mouse pads
- Gadgets for children

3.2.3 PRINTED MATERIAL

- Stickers
- Roll up and exhibition banners
- Leaflets
- Posters

3.2.4 APPAREL PRODUCTS CARRYING THE AGENCY'S LOGO

Garments and accessories used by the Contracting Authority during meetings and events with relevant stakeholders and/or for distribution in key events. Textile products in EU sizes will be preferred. Generally, orders will be min 100pz and usually max 300pz

- Short sleeve polo T-shirt
- Promotional T-shirts
- Long sleeve hoodies
- Caps
- Light jackets
- Ties
- Women scarves
- Face masks

3.3 “SELECTED” ITEMS FOR SPECIFIC TARGET AUDIENCE

The contractor shall also be able to provide a range of products for the Agency's selected targeted audiences and special events. These materials will be purchased in smaller quantities and should display logos, slogans, contact details or internet addresses or any other graphic element or image. Indicative list of those products hereinafter. Generally, orders will be min 50pz max 200pz

- Conference bags/laptop bags;
- Business card holders, crest pins etc.;
- High quality pens or fountain pens

3.4 DISCOUNT ON THE WHOLE CATALOGUE

In addition to the required pricing as per Annex III “Specification and Financial Offer Form”, bidders are required to provide access to an online catalogue or alternatively a printed and published catalogue, for items which are not on the list and may be required on an ad-hoc basis according to the Agency's specific needs. A special box is provided in Annex III “Specification and Financial Offer Form” so that you may offer a set discount (as a percentage) across the whole range of products listed.

In the case that you only provide a printed catalogue, then a copy must be sent to the Agency without delay, via express courier service, so that it is delivered at the latest by the day after the expiry date. Failure to do so will negatively impact the evaluation of your offer.

The address for courier delivery is;

ENISA
European Union Agency for Cybersecurity
Attention: Procurement Team
Vasilissis Sofias Street, 1
Maroussi 151 24
Attiki, Greece
Tel: +30 28 14 40 9711

3.5 SOURCING OTHER ITEMS

In addition to the items listed in Annex IV “Specification and Financial Offer Form”, and for items which are not represented in your online/printed catalogue, the contractor shall have the capacity to source other related products and provide a detailed price quotation.

3.6 DELIVERY AND RETURNS POLICY

All branded products shall be delivered to the main reception area of the Agency’s office and stored in a designated area in the Agency’s premises. The final delivery location is the designated storage area which will generally be accessible through a ramp or a lift. Delivery on a pallet could be considered subject to prior arrangements with ENISA. All delivery costs are to be at the expense of the contractor and to be taken into account when pricing your “Financial Offer” form (Annex IV).

The prospective contractor should be able to guarantee an indicated delivery time of a max. 20 working days after the signature of the relevant Order form in the context of the framework contract, unless otherwise agreed to in advance with ENISA. The contractor should also be able to provide a minimum guaranteed delivery time in case of urgent requests. Any extra costs arising from the urgent delivery shall be included in the Order form and delivery time shall be clearly indicated in the quotation of the contractor.

Tenderers should demonstrate how their delivery policy will be applied in the performance of the contract. For example, normal delivery times in working days following receipt of an Order from ENISA must be provided, as well as information on the methods used for transport e.g. using own vehicle or the use of a courier service etc.

Tenderers should provide details of their ‘returns policy’ for all products, in the case of.

- i) goods damaged in transit;
- ii) items delivered not to the quality or exact specification expected or requested by the Agency

3.7 PRODUCT RECALL – QUALITY ASSURANCE

The Contractor will assume full responsibility for prompt notification to ENISA for any product recall in accordance with the applicable law and regulations in all EU Member States.

The Contractor will guarantee full quality control of all the services that they provide in line with the requirements set out in these specifications. They will propose a quality plan in their tender offer for the performance of the services requested.

3.8 WARRANTIES

The Contractor warrants that the products will be newly manufactured and comply with the with the minimum warranty periods according to European law.

3.9 EVALUATION SAMPLES

The contractor is required to provide digital samples (and accompanying specifications) as part of their technical proposal, for **at least** the core items listed below (either produced for previous clients or specifically made for the purpose of this tender) in a digital format (e.g. photos in .pdf, .png, .jpeg etc.). Samples of at least the following items are requested:

Branded material:

- Pens (ball pens, stylus pens)
- Notebooks
- Notepads
- Conference bags
- Mugs
- Technology gadgets (laser pen/camera covers etc.)
- Caps

Branded textile products:

- Polo T-shirt
- Jacket
- Ties
- Backpacks
- Shopping bag
- Face masks

If required during the evaluation of offers, tenderers may be asked by the Chairperson of the Evaluation Committee to provide at no cost to ENISA, the actual samples of one or more of the requested items as described above. The items provided will be required to be delivered to ENISA premises within 48 hours and at the end of the evaluation period they will be returned to the tenderers, with courier costs at ENISA's expense.

4. CONTENT AND PRESENTATION OF THE TECHNICAL OFFER

The Tenderer shall enclose with their "Technical Offer", all documents and information that will enable its offer to be assessed in terms of quality and of compliance with the Specifications as described in all previous sections.

The content of the technical offer is important for the award of the contract and the future execution of any resulting contract. Some guidelines are given below, but attention is also drawn to the award criteria, which define those parts of the technical proposal to which the tenderers should pay particular attention. The technical proposal should address all matters laid down in the technical specifications as described.

As part of the technical offer, ENISA expects to receive a detailed description of the proposed methodology to be followed so that the services outlined in the technical specifications are carried out as efficiently as possible in terms of cost, speed and quality; A detailed description of the tenderer's delivery and returns policy should also be included.

As described in Section 3.9, a list of samples is also expected to be provided as part of the tender. ENISA will evaluate the quality of the proposed material, in terms of user friendliness, environment friendliness

and their overall suitability to cover ENISA needs (e.g. regular conferences, exhibitions vs products for selected audiences)

In addition, ENISA expects a description of the proposed team, and of the technical equipment available to be used in order to meet the Agency's requirements. With regard to daily contract implementation, tenderers must illustrate how they will be able to work closely with the responsible services of the Contracting Authority; Tenderers should also be able to demonstrate their experience in managing relevant tasks as outlined in this tender.

Please note that, to ensure equal treatment to all tenderers, it is not possible to modify your offer after the expiry date. Consequently, incompleteness in this section can only result in a negative impact for the evaluation of the award criteria.

5. CONTENT AND PRESENTATION OF THE FINANCIAL OFFER

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

6. TENDER RESULT AND ESTIMATED CONTRACT VALUE

The maximum contract value without this being binding for ENISA cannot exceed **two hundred thousand Euro (EUR 200.000,00)** for the maximum overall period of 4 years. The result of the evaluation of tenders will be the awarding of a Framework Supply Contract covering all products provided and including all costs.

(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)).

7. 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) 2018/1725² ('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 IV.

² 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

- **Regulation (EU) 2016/679³ (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 IV. 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 Privacy Statement is available on the European Commission’s website, here:

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)⁴, outlined in Art. 33 to 40 of the EDPR ;

³ 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

⁴ <http://www.edps.europa.eu>

- 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:
 - 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.;
 - the contractor may not change the location of data processing without the prior written authorisation of ENISA ;
 - 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 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.

In addition, **Article II.9.2 of the draft contract** provided in Annex IV 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.

8. 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.

9. PRICE

Prices submitted in response to this Tender must be all inclusive until the products are delivered as indicated in each order form. Prices shall be submitted only in Euro and must be VAT excluded.

10. PRICE REVISION

Prices provided in the “Specifications and Financial Offer” form (Annex III) must be fixed and not revisable for the first year of the contract. From the second year of the contract, prices may be revised as specified in the draft contract. See Article I.3, clause I.3.3 of the draft contract.

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 & 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.

14. PAYMENT ARRANGEMENTS

Payments under the Contract shall be carried out only upon completion of the delivery of all products listed in the Order Form and within 60 days after an invoice is submitted to ENISA. Payments will be made after prior approval of the report accompanying each invoice, listing the products and services rendered.

Payments under the Supply Contract shall be made in accordance with article I.5 of the Special Conditions and article II.4.2 of the General Conditions (see Annex IV)

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”

The ‘e-Invoicing Web Portal’ of the European Commission shall be used for submitting invoices. Use of this web portal requires the creation of an EU Login (ECAS) account to gain access.

15. CONTRACTUAL DETAILS

A Framework Supply Contract will be proposed to the successful candidate. Selection of the candidate and / or signature of the Framework Supply Contract imposes no obligation on ENISA to place an order.

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 Supply contract, tacitly renewable yearly 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 months’ notice. The Tenderer’s offer must be drafted taking fully into account the provisions of the draft Framework Supply contract annexed to this call for tenders (See draft contract, in Annex V).

Please note that the general conditions of our standard framework supply 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.

Hand written or electronic signature of the consortium leader who submits the tender is not required, since the signature of the **e-Submission ‘Tender Preparation Report’** implies that all included documents are signed by this party.

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 responsible⁵ 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.

⁵ not to be confused with distribution of tasks among the members of the grouping

2.2 STRUCTURE OF THE TENDER

Based on the **e-Submission** environment⁶, all tenders must provide information and supporting documentation in three sections:

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

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. The Legal Entity Form needs to be signed by participating parties that are not signing the '**Tender Preparation Report**'.

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

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:

⁶ 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

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 II)

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*).

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 application⁷.

- In the box labelled '**Total amount exclusive of taxes**' – please add the amount Total P_T 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 P_T from your Financial Offer form

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.

⁷ In the case of framework contracts, unless otherwise instructed, please add the maximum budget given for this tender

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 successive stages.

The aim of each of these stages is:

- 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.

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".

All tenderers shall provide a 'declaration on their honour' (see Annex II), 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 II 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/EC⁸. As a general guideline, here is an excerpt from the Recommendation:

“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 PROFESSIONAL INFORMATION

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 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 €80.000,00 (eighty 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 **80.000,00 EUR**.

- (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

⁸ 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>

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

These criteria relate to the Tenderer's or subcontractor's skill, efficiency, experience and reliability in the provision of the said services. Tenderers are required to prove that they have sufficient technical and professional capacity to perform the contract by providing the following documentation:

Selection criteria:

The tenderer must be authorised to perform these services under national law and have a minimum experience of at least 3 years in providing the supplies and services as stated in these tender specifications and its professional capacity should be appropriate for the required services.

Evidence to be provided:

- a) A brief history of the tenderer, including length of time in business, overall size and description of activities relating to services of the type required in this invitation to tender;. Knowledge and experience in selling branded promotional products to Government departments and/or larger organisations, both public and private.
- b) Presentation of at least 3 contracts successfully performed in the last three years covering similar type of products and services as requested in this invitation to tender. The value of each contract should be at least **12,000 EUR per year**. The tenderer is requested to specify the following in regard to each contract:
 - Customer name and address
 - Contact name and telephone number
 - Contract reference and brief description of supplies and/or service provided
 - Contract value (total and per year)
 - Name(s) of sub-contractors and/or consortium members and their role (if applicable)
- c) CV of the proposed account manager for ENISA.

3.3 COMPLIANCE WITH TENDER SPECIFICATION AND MINIMUM REQUIREMENTS

Your offer will be assessed for compliance with the tender specifications prior to its assessment against the award criteria.

Tenders do not comply with the tender specifications and will be rejected if they:

- do not comply with minimum requirements laid down in the tender specifications;
- propose an alternative solution from the one imposed;
- propose a price above the fixed maximum set in the specifications;
- are submitted as variants, when the specifications do not authorise them;
- 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/EU9 and compliance with data protection obligations resulting from Regulation (EU) 2016/679 and Regulation (EU) 2018/1725.

These grounds for rejection are assessed before the award criteria stage, so in the case of non-compliance, this tender will not be evaluated. The tenderer will thus be informed of the grounds for rejection without being entitled to receive feedback on aspects of the tender other than on the non-compliant elements.

3.4 AWARD CRITERIA

3.4.1 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 based on the award criteria.

No	Qualitative award criteria		Weighting (max. points)
1.	Technical capacity of the company and quality and accuracy of the offer	Suitability of the company to perform the activities covered by the contract on the basis of their overall appropriateness as a long term supplier. Quality of experience and list of projects. Suitability of the proposed team to manage the relevant framework contract. Capacity for delivering products at short notice. Description of the methodology to be used including delivery and returns policy.	30/100
2.	Relevance, quality, design and aesthetics of the main promotional products	The assessment will be done on the basis of the description and visuals of each product and will take into account relevance to ENISA's mandate, quality, design and aesthetics.	35/100
3.	Offered catalogue	The evaluation will be based on: - the variety of products available - the quality of the items - the relevance of the products to ENISA..	20/100
4	Quality of the proposed environmental policy or methods	Tenderers are requested to illustrate how they plan to minimise the environmental impact of its activities related to the implementation of the contract (e.g. use of reusable/recyclable materials, electronic means of communication, etc.).	15/100
Total Qualitative Points (QP)			100

Tenderers shall elaborate in the technical offer on all points addressed in the technical specifications, bearing also in mind the above indicated award criteria, in order to score as many points against the quality award criteria as possible.

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 60/100** overall, after the quality award criteria evaluation phase will be considered to be of insufficient quality and eliminated from the following phase.

The sum of all quality criteria gives a total of 100 points. The respective weighting between the different award criteria depends on the nature of the supplies 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.

3.4.2 PRICE OF THE OFFER

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

ENISA, in conformity with the Protocol on the Privileges and Immunities of the European Union, is exempt from all VAT.

The 'Specification and Financial Offer form' (Annex IV) contains price boxes, which shall be completed with a monetary amount by the tenderer. The tenderer is also required to tick all boxes related to the minimum technical specifications for each product(s) requested.

For the purposes of evaluation of price, a 'price scenario calculation' will be used in which the total price (P_T) has been calculated in Annex IV.

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

Where;

PP = Weighted price points

PC = Cheapest bid price received

PT = Total scenario price being evaluated

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

3.4.3 AWARD OF THE CONTRACT

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

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

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 11th **December 2020 at 11:30 EET Eastern European Time (Greek local time)** at ENISA Athens office, 1 Vasilissis Sofias Street, Maroussi 151 24 Attiki, 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, by email to 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

5.1 VALIDITY

Period of validity of the Tender: 90 days 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.

5.2 LOTS

This Tender is not divided into Lots.

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.

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.