

Tender Specifications

"Provision of Media Outreach and Monitoring Services" ENISA P/22/11/PAU

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PART 1 INTRODUCTION to ENISA

1. CONTEXT

1.1 Introduction

ENISA, the European Network and Information Security Agency, 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 organisations in the European Union.

1.2 Scope

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

1.3 Objectives

The Agency's objectives are as follows:

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

2. ADDITIONAL INFORMATION

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

PART 2 TERMS of REFERENCE

1. GENERAL REQUIREMENTS

The European Network and Information Security Agency ENISA, is the European Union's response to cyber security threats. Its role is to provide key actors in IT security policymaking with recommendations, advice, findings, and knowledge. As an EU Agency, ENISA is an EU body of expertise, supporting the European Commission, the Member States and the business community to address, respond and especially to **prevent** Network and Information Security (NIS) challenges.

As such, the Agency's role includes:

- 1. Giving independent, expert advice to the EU, as the first step towards the drafting of legislation
- 2. **Responding to requests** from Member States and the EU
- 3. **Collecting and analysing** data on security incidents and emerging risks
- 4. Promoting best practices in e.g. risk assessment & risk management, awareness-raising and computer security incident response

ENISA studies, reports, and recommendations are regularly communicated to journalists and news organisations. This is done to reach across Europe, and to reach the 27 Member States of the European Union. ENISA produces around 22 press releases per year among other communication vehicles. ENISA both uses media distributions services and maintains its own distribution list.

ENISA publishes reports and studies on, for example;

- smartphones,
- app-store security,
- HTML5 and web browsers,
- web 2.0,
- spam,
- social networking,
- · botnets,
- standards,
- risk assessment/risk management,
- and the Computer Emergency Response Teams, (CERTs). or "digital fire-brigades"

ENISA also co-organises conferences, runs workshops, liaises with key decision makers and stakeholders, exercises advocacy work, and publishes "position paper" to increase awareness of NIS in the wider social and political environment.

This call for tenders seeks a professional press release distribution, translations, media contact management, media monitoring and media impact report service, to advance the Agency, and act as a tool for reputation management and for increasing the Agency's impact.

Its five specific objectives are:

- To distribute ENISA media material to a wide audience of media reporting on IT/Information and Communications Technology-ICT/information security, EU, and economy/finance media. They include among them newswires, newspapers, specialised magazines, online media, and TV and radio in a minimum of five EU Member States; any more will be seen favourably.
- To translate and distribute the above mentioned press releases into as many of the 23 official EU languages as possible.
- To maintain and update a media contact management system with reporters and editors
 with an expressed interest in ENISA's areas of expertise and competence, which allows for
 efficient and timely targeting of press material;
- To efficiently monitor media for reports mentioning ENISA, or ENISA's studies, reports, data, findings and recommendations. Monitored media will include newswire services, newspapers, specialist periodicals and online media. Media monitoring indicators will feed into ENISA's performance management.
- Compiling and delivering regular media impact reports, for the Agency.

2. STRUCTURE OF THIS TENDER

This open tender procedure is structured in such a way as to request two types of services:

- Regular Media Outreach and Monitoring Services
- Ad hoc services

The maximum total budgeted amount allowed under this contract for the <u>two types of services</u> <u>combined</u> is €50,000.00 per year and €200,000.00 over the maximum allowable duration of 4 (four) years.

2.1 Regular Media Outreach and Monitoring Services

For the 'Regular Media Outreach and Monitoring Services' we ask for a pre-agreed level of services throughout the year which shall consist of the minimum specifications outlined in Article 3 below plus any extra features or services, countries covered, translation languages etc. which are offered by the bidder as part of the <u>fixed yearly cost</u>.

The expected cost for these regular services can be between €30,000 and €38,000 per year. You are therefore asked to provide at least the minimum requirements as set out below and to <u>declare</u> a fixed yearly price in Part A of the 'Financial Offer' form (see Annex IV). Within this declared fixed price, you are encouraged to assess the possibility of adding extra services as mentioned above.

2.2 Ad hoc services

For the 'Ad hoc services' we ask that you provide unit pricing for various services which can be ordered on an irregular basis throughout the year. The suggested list of services is outlined in Article 4 below. The bidder is welcome to add any extra services they may deem to be relevant to this contract. Extra lines have been added to the bottom of Part B of the 'Financial Offer' form (see Annex IV) for this purpose. This list of unit prices, including any other prices for services you may add, will form part of the ensuing contract and may therefore be called upon when ordering extra ad hoc services.

The funds available for purchasing these *ad hoc* services is dependent on the amount declared by the bidder for '*Regular Media Outreach and Monitoring Services*' the remaining amount up to the maximum total of €50,000.00 will therefore become available for ad hoc purchases.

For example, if the tenderer declares a fixed yearly cost of €34,000.00 for 'Regular Media Outreach and Monitoring Services' in Part A of the Financial Offer form, then there will be a maximum of €16,000.00 available for ad hoc purchases throughout the year.

3. REGULAR MEDIA OUTREACH AND MONITORING SERVICES:

(Minimum requirements for a fixed yearly contract)

The service provider is required to provide the following comprehensive services:

- Integrated press release distribution and translations,
- Media contact management
- Media monitoring, including production of media impact reports.

The service must allow for total control of the entire process of selecting media for key messages, distributing press releases and other relevant material (for example, photographs and video clips), monitoring of impact and the production of evaluation reports.

The details below are the requirements for each part of the service.

3.1 Press release distribution

- i. ENISA requires the quick and efficient distribution of press material to a minimum of five Member States of the European Union, reaching as many languages groups as possible¹. ENISA will send the required material to the service provider by email. The provider will acknowledge the receipt of the distribution order by email.
- ii. Distribution channels must support multimedia to enable the distribution of press releases and other material such as embedded photos and videos (produced by ENISA).
- iii. Distribution of multimedia media clips etc. to large numbers of online platforms, with high numbers of viewers, will be regarded favourably.

Translations

Upon receiving each distribution order, the service provider will translate the press release into the required languages. ENISA shall receive copies of these translations for use on its website or in other Agency communications. The original English press release will be supplied to the contractor by ENISA no later than 12 hours in advance of launch, and the translations must be ready a minimum of 2 hours before the release is issued. Speed of delivery, as well as a system to ensure the quality and accuracy of translations will be viewed favourably.

i. The contractor must translate from English into a minimum of three EU languages (French, German, and one other). Translations into as many other official EU languages as possible (preferably those of larger Member States - Spanish, Italian, Polish, Dutch and also

¹ Of those Germany, UK, France, and Spain are minimum countries. The 27 Member States of the European Union are: Austria, Belgium, Bulgaria, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, and the United Kingdom. Of particular interest is distribution in Greece, in Greek, given the Agency's headquarters in Heraklion and branch office in Athens. Belgium is also an important location for the Agency–reaching the EU circuits-where e.g. German and French already are official languages and only Dutch is needed; and with Dutch, you could also cover the Netherlands, and Luxembourg as language groups. Any additional countries, such as the US, Australia and the Asian region will be seen as beneficial.

Greek, in consideration of the location of ENISA's headquarters) will be regarded favourably as additional bonus features, provided they are offered at no additional cost to ENISA.

- ii. The service provider shall then distribute the press release and any other agreed media material via the channels preferred by the target media, (e.g. email), adhering to an agreed timeline for each distribution.
- iii. The ability to distribute to additional geographical areas, such as the USA, Asia or Australia, and the three EU Candidate Countries² will be regarded favourably as additional bonus features, provided they are offered at no additional cost to ENISA.

Media sector distribution:

In addition to geographical area, ENISA also wishes to make provision for the distribution of press releases and related photographs and video to specialist Information Communication Technology (ICT) media and others. It specifically wishes to reach reporters and editors who have a known interest in IT security, European Union ICT, economic affairs and other specialist areas that may be specified for ENISA press releases. These media will include newswire services, daily newspapers, weekly or monthly general magazines, trade- or industry-specific magazines, online news sources, broadcast media (TV, radio and online) as well as social media.

Tracking of release distribution and uptake

The service provider shall provide a system which allows for the tracking of press release distribution and uptake by target media. This should include from where and when end-users have picked up the information, demonstrated by, for example, "read-receipts."

Evaluation reports

- The contractor shall produce a media impact report for each distributed ENISA press release within around 2-3 weeks of the release's publication. These reports must be emailed to ENISA.
- ii. For social media, twelve monthly and four quarterly overview reports must be provided to the Agency; dates will be agreed after the contract has been signed.

² The three EU Candidate States are: Croatia, the Former Yugoslav Republic of Macedonia, and Turkey

3.2 Media contact management system

- i. The service provider shall give the Agency access to a system, preferably an online media contact database and management tool, which allows for the creation of specific lists of journalist contacts, customised for each distribution, based on geographic location, language, or specific industry sector or area of interest.
- ii. The contact management system must be continuously updated by the service provider, offering current news contacts for each geographical area and media sector.

3.3 Media monitoring system

- i. The service provider shall provide a system which allows for media monitoring, based on a list of specific keywords. The contractor will need to present monitoring information on a dedicated web portal, with updates notified to ENISA via RSS or XML feeds and email notifications. ENISA's Spokesman and Head of Public Affairs will receive these updates, along with a maximum of 10 other ENISA users. The service provider will be working closely with ENISA's Spokesman, who is in charge of ENISA's media programme.
- ii. As well as monitoring for media coverage generated by ENISA press releases, the contractor must keep watch for other ENISA-related stories, signified by references to ENISA's specified keywords (see below).
- iii. The monitoring shall be based on a combination of static and dynamic keywords.
- iv. ENISA will specify a minimum of 12 static keywords, which are ENISA's corporate identity terms, in the 23 official languages of the EU, such as *ENISA*, the European Network and Information Security Agency, the EU's cyber security Agency, EU cyber Security, Professor Udo Helmbrecht (Please note; these are examples only. The exact words will be defined after the contract has been awarded.)
- v. In addition, ENISA will specify a minimum of five dynamic keywords, which will be specific terms used for short period of time to describe the content of a communication campaign. For example, *Cyber Europe, Resilience*.
- vi. ENISA will supply the translations of these corporate identity terms. However, as part of the contract, the service provider must be available to optimise the keyword search terms to attain the best possible search criteria in each language and country.
- vii. The provider **must submit a sample report with their tender document** in order to show the relevant impact and effectiveness indicators that they can provide.
- viii. The service offered must include a customizable and powerful media monitoring solution which allows for the extraction of statistics and data on ENISA media activities.
- ix. The monitoring must, as a minimum cover: newswires, newspapers, specialised magazines, online media, including blogs and other social media outlets. The ability to monitor and report on broadcast media (at a minimum, English, French and German [radio and television]) will be regarded favourably as additional bonus features, provided that the service can be offered at no additional cost to ENISA

x. The monitoring must cover English, French and German language media (and the geographical areas covered by these) and should include as many additional EU member states and languages as possible.

Monitoring reports

- i. The contractor's monitoring reports will be used to assess ENISA's media impact. At a minimum, reports should include:
 - screen shots
 - links
 - Google-search screen shots of the title of the press release in at least three major European languages, (English, German and French) showing:
 - o the headline of the article
 - o name of publication
 - o country of publication
 - o circulation numbers
 - o original link
 - column centimetres count
 - a screenshot/thumbnail picture of where in the paper the article appears
 - negative/positive/neutral ranking (criteria to be agreed with ENISA)
 - publication type
 - Journalist's name and email address (if available)
 - keywords
- ii. The ability to provide additional impact evaluation information will be regarded favourably as an additional bonus feature provided that it is offered at no additional cost to ENISA.
- iii. Evaluation reports must be provided in PDF format. ENISA will also on occasion require access to source data used to produce the reports. This must be supplied in updatable working formats, such as Microsoft Excel.

4. AD HOC SERVICES:

Optional additional services under the framework agreement.

In addition to the core service requirements specified above, ENISA may on occasion require specific individual elements of the overall services offered. These will be "call off" services supplied under this framework agreement which will be ordered via Purchase Orders as the services are required.

Tenderers should therefore provide individual costs for as many of the following services as possible:

- Increasing press release search engine optimisation (SEO) i.e. provision of additional features
- Advice on how to 'load' press releases to increase the visibility of ENISA key messages for media.
- an individual cost per press release distribution (based on a 400-450 word press release), per distribution circuit and per individual country
- · costs for translations, number of translations
- · distribution through social media
- embedding multimedia within a release
- tracking of release distribution and uptake
- updating the contact management system, including producing statistics on existing and new contacts for each distribution
- · media impact report services
- any other services for which you may wish to offer unit pricing.

Provision has been made on the Financial Offer form (see Annex IV) for the tenderer to provide its prices for the abovementioned ad hoc services. It is at the tenderer's discretion to nominate the unit of work for each service, such as;

- o half day/day rate
- o per hour
- o per translated page
- o per project
- o per report

<u>Please note</u> that the formula used for price evaluation of each tender received will not take into account the prices provided in Part B of the Financial Offer form. Only the prices provided for Part A – 'Regular Media Outreach and Monitoring Services' are included in the price evaluation.

It should be noted however that the range and prices of ad hoc services offered by the tenderer will be taken into account when assessment is made and points awarded for the 'quality of the offer'.

5. TENDER RESULT AND ESTIMATED CONTRACT VALUE

The result of the evaluation of tenders will be the awarding of a Framework Service Contract. The regular services will be ordered via a yearly Specific Contract while the Ad Hoc services will be ordered via Purchase Orders as the need arises.

- For the 'Regular Media Outreach and Monitoring Services', offers will be accepted from €30,000.00 (thirty thousand euro) to a maximum of €38,000.00 (thirty eight thousand euro) per year.
- o For the 'Ad Hoc Services', the maximum amount available will be <u>the difference between</u> the price offered for 'Regular Media Outreach and Monitoring Services' (see above) and the maximum total amount of €50,000.00 (fifty thousand euro) per year. As an example: if the tenderer declares a fixed yearly cost of €34,000.00 for 'Regular Media Outreach and Monitoring Services' in Part A of the Financial Offer form, then there will be a maximum of €16,000.00 available for ad hoc purchases throughout the year

Therefore the total estimated budget for both regular and ad hoc services is €50,000.00 (fifty thousand euro) per year, including all costs. Over the maximum 4 year period possible under this contract, a total budget of €200,000.00 (two hundred thousand Euros)³ is therefore achievable.

6. CONTENT AND PRESENTATION OF THE TECHNICAL OFFER

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.

Please make sure that all documentation requested in 'Annex IX: Document Checklist', are provided. Failure to provide all documentation may lead to your offer being declared as non-compliant and therefore not eligible for further evaluation.

7. CONTENT AND PRESENTATION OF THE PRICE OFFER

The Price offer must be provided using the 'Financial Offer' form (see Annex IV).

Part A:

The total price quote should be broken down into the cost per year per activity, that is:

- o press release distribution (including distribution to social media)
- translations (per language)
- o media contact management
- media monitoring
- media impact report services

Part B:

The optional additional services listed can be priced and quantified at the discretion of the tenderer.

³ Please note that following implementation of the contract with the successful contractor and depending on the further needs of the contracting authority specifically in the field of endeavour the subject of this contract, the maximum amount contracted may be increased by up to 50% - subject to budget availability.

8. ASSIGNMENT OF OWNERSHIP

The Contractor shall adapt the provision of Media Outreach and Monitoring Services as far as possible for ENISA's use, and assigns sole, as far as held by the Contractor, ownership of any intellectual property rights related to such deliverables to ENISA, including, but not limited to trademark and copyright and in accordance with the awarded Framework Service Contract.

9. WARRANTY

The Contractor warrants that he has sufficient rights and interest to grant the transfer of all Intellectual Property Rights to ENISA granted under the Service Contract if applicable.

In case those intellectual property rights are the property of third parties, the Contractor guarantees that he has requested and obtained those third parties written authorisation to grant to ENISA the assignment of their Intellectual Property Rights to the extent provided under the Service Contract.

10. PRICE

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

11. PRICE REVISION

Prices provided in the Financial Offer(s) (Annex IV) 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.

12. 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.

13. 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.

14. 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.

15. PAYMENT ARRANGEMENTS

Payments under the Contract shall be carried out within 30 days after an invoice is submitted to ENISA. Payments will be made after receipt and approval of the ordered services or products by ENISA. Each invoice must specify the specific items covered as per the relevant purchase order.

For the 'regular services' ordered under a yearly Specific Contract, it is anticipated that an invoice will be issued by the contractor <u>on a quarterly basis in arrears and in 4 equal instalments</u>.

In other words, the first invoice, for a quarter of the total amount of the contract, will be due 3 months following the signature of the Specific Contract (under the Framework Service contract) by both parties. If the actual commencement of services is later than the signature of the specific contract, then a pro-rata amount will be calculated for the first quarter. The remaining 3 invoices shall each be for one quarter of the total amount of the yearly specific contract.

While there is the possibility for negotiation on the abovementioned terms of payment, the Agency would nevertheless prefer adherence to the stated terms.

16. CONTRACTUAL DETAILS

The result of the evaluation of tenders will be the awarding of a Framework Service Contract. This contract lays down the legal, financial, technical and administrative provisions governing the relations between ENISA, and the Contractor during the period of its validity. It shall include the present Call for Tenders document and the technical and financial proposal of the successful tenderer.

The initial duration of the Framework Service Contract will be for one (1) year as from the date of signature. Subject to budgetary availability, satisfactory performance of the initial contract and continued requirement by the Agency, the contract can be extended by tacit agreement for three (3) further periods of one (1) year each for a total possible duration of four (4) years.

Please note that the general conditions of our standard framework service contract <u>cannot be</u> <u>modified</u>. 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 your tender no later than **07 February 2012** either by:

a) <u>Registered post or express courier</u>. The postal service's dated stamp or the courier company's printed delivery slip and stamp will constitute proof of compliance with the deadline given above:

or

b) Hand-delivery (direct or through any authorised representative of the Tenderer) by 17.00 hours on **07 February 2012** 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.*

<u>Please Note</u>: 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 Network and Security Agency (ENISA) For the attention of: The Procurement Officer PO Box 1309 71001 Heraklion Greece	Information	or	European Network and Information Security Agency (ENISA) For the attention of: The Procurement Officer Science and Technology Park of Crete (ITE) Vassilika Vouton 700 13 Heraklion Greece

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

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 marked as follows:

INVITATION TO TENDER NO. ENISA P/22/11/PAU

"Provision of Media Outreach and Monitoring Services"

NOT TO BE OPENED BY THE COURIER SERVICE

NOT TO BE OPENED BY THE OPENING COMMITTEE BEFORE 17/02/2012 TENDERED BY THE FIRM: <PLEASE INSERT NAME OF THE TENDERER/COMPANY>

The **inner envelope** should be similarly marked:

INVITATION TO TENDER NO. ENISA P/22/11/PAU

"Provision of Media Outreach and Monitoring Services"

NOT TO BE OPENED BY THE OPENING COMMITTEE BEFORE 17/02/2012 TENDERED BY THE FIRM: <PLEASE INSERT NAME OF THE TENDERER/COMPANY>

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, a company the following administrative information and documents must be provided (see administrative identification form attached as Annex I:

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 his banker.

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

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.

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 participation of an ineligible person will result in the automatic exclusion of that person. In particular, if that ineligible person belongs to a consortium, the whole consortium will be excluded.

1.5 Subcontracting

In well justified cases and subject to approval by ENISA, a contractor may subcontract parts of the services. The 'Subcontractors Form' (Annex VIII) must be completed and submitted with your offer.

Contractors must state in their offers what parts of the work, if any, they intend to subcontract, and to what extent (% of the total contract value), specifying the names, addresses and legal status of the subcontractors.

The subcontractor must not sub-contract further.

Subcontractors must satisfy the eligibility criteria applicable to the award of the contract. If the identity of the intended subcontractor(s) is already known at the time of submitting the tender, all subcontractors must provide the required evidence for the exclusion and selection criteria.

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 subcontract.

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

1.6 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).

1.7 Total fixed price

A total fixed price expressed in Euro must be included in the Tender. The contract prices shall be firm and not subject to revision for the first year.

1.8 Language

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

1.9 Opening of the Tenders

The opening of received tenders will take place in closed session on **17 February 2012 at 10:00** at ENISA Building, Science and Technology Park of Crete, GR - 70013 Heraklion, Greece.

2. GROUNDS FOR EXCLUSION OF TENDERERS

2.1 Reasons for Exclusion

- a) Pursuant to Article 29 of Council Directive 92/50/EC relating to Public Service Contracts and to Article 93 of the Financial Regulation, ENISA will exclude Tenderers from participation in the procurement procedure if:
- b) 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
- c) Are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- d) They have been convicted of an offence concerning their professional conduct by a judgement which has the force of res judicata;
- e) They have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- f) 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;
- g) 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:

h) 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 sub-article 2.1 (see Annex III: *Exclusion criteria and non-conflict of interest form*). If the tender is proposed by a consortium this form must be submitted by each partner.

2.2 Other reasons for not awarding the Contract

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

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

See last paragraph point 2.1.

2.3 Confidentiality and Public Access to Documents

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

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

3. SELECTION CRITERIA

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

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

3.1 Professional Information

The Tenderer must provide evidence of enrolment (declaration or certificates) in one of the relevant professional or trade registers, in their 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) Statement of the undertaking's overall turnover and its turnover in respect of the services to which the contract relates for the previous two financial years.
- 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, following a request for clarification before the tender expiry date.

3.3 Technical and professional capacity

Evidence of the technical and professional capacity of the tenderers shall be furnished on the basis of the following documents:

Tenderers should show their degree of technical and professional capacity to carry out the requested tasks by providing information on the criteria described below. If several service providers/subcontractors are involved in the bid, each of them must have and show that they have the professional and technical capacity to perform the tasks assigned to them.

Selection criterion 1: Previous expertise and experience in carrying out the requested services

Tenderers must provide the following documents:

- List of main clients and services provided during the last three years indicating the value, date, and recipient of the services/products.
- CVs (Curriculum Vita) of the staff designated to perform the work, preferably using the European CV template available on http://europass.cedefop.europa.eu.
- Examples of work done during the last three years in the relevant field:
 - If a part of this work was delivered by subcontractors, tenderers must clearly indicate their own role and contribution.

Selection criterion 2: Technical skills necessary to deliver the requested services or products

Tenderers must provide the following documents:

- List of the technical equipment and material available to meet the requirements.
- If subcontracting of certain services/products is envisaged:
 - Description of the services to be provided by the tenderer directly and those which may be subcontracted
 - Description of the measures to ensure quality control of the services/products provided by the subcontractor
 - Description of subcontractors already selected by the tenderer which may be used for certain types of work

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	No Qualitative award criteria			
1.	The number of media sources, publications and other media, and countries which the contractor reaches out to and monitors, including potential multimedia online distribution platforms and their viewers (where applicable)	25		
2.	The numbers of registered media contacts, with an interest in Information Communications Technology, ICT, NIS, and EU, or economic issues, as well as the number of languages the press releases are translated into, and countries these translations are distributed to.			
3.	The number of reporting tools, the relevance of any advantageous features offered, customization possibilities and quality of additional press features, above the minimum as outlined in criterion 2 above	25		
4.	The quality of media monitoring reports, and relevant media impact and effectiveness indicators provided.	25		
	Total Qualitative Points (QP)			

Minimum attainment per criterion

Offers scoring less than 50% for any criterion will be deemed to be of insufficient quality and

eliminated from further consideration.

Minimum attainment overall

Offers scoring less than 60% after the evaluation process will be considered to be of

insufficient quality and eliminated from the following phase.

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

closely related to the terms of reference. The award criteria are thus quantified parameters

that the offer should comply with. The qualitative award criteria points will be weighted at

70% in relation to the price.

4.2 Price of the Offer

Tenders must state fixed prices 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 Communities. 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

Community annexed to the Treaty of April 8th, 1965, is exempt from all VAT.

For the purposes of evaluation of price, the yearly costs provided in Annex IV for the three

major services will be added together giving a total price (PB).

PB = P1 + P2 + P3

The cheapest offer will receive the maximum points and the rest of the candidate's offers will

be awarded points in relation to the best offer as follows:

PP = (PC / PB) x 100

24

where;

PP = Weighted price points

Pc = Cheapest bid price received

PB = Bid price being evaluated

5. AWARD OF THE CONTRACT

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

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

where;

QP = Qualitative points

PP = Weighted price points

TWP = Total weighted points score

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

6. PAYMENT AND STANDARD CONTRACT

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

Payments will be made upon presentation of an invoice on a quarterly basis, i.e. every three months in arrears, for services rendered in conformance with the services stipulated in the contract.

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 whose 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.

12. SPECIFIC INFORMATION

12.1 Timetable

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

Title: ENISA P/22/11/PAU

"Provision of Media Outreach and Monitoring Services"

Summary timetable comments

Launch of tender - Contract notice to the Official Journal of the European Union (OJEU)	21 December 2011	
Deadline for request of information from ENISA	01 February 2012	
Last date on which clarifications are issued by ENISA	03 February 2012	
Deadline for submission of offers	07 February 2012	in case of hand-delivery (05:00 pm local time. This deadline is fixed for the receipt of the tender in ENISA's premises)
Opening of offers	17 February 2012	At 10:00 Greek time
Date for evaluation of offers	17 February 2012	At 11:00 Greek time
Notification of award to the selected candidate	end February 2012	Estimated
14 day standstill period & contract signature	Mid-March 2012	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 either a;

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

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

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

It is obligatory to attach the following documents to the Legal Entity Form:

- A COPY OF ANY OFFICIAL DOCUMENT (E.G. OFFICIAL GAZETTE, REGISTER OF COMPANIES, ETC.) SHOWING THE CONTRACTOR'S NAME AND ADDRESS AND THE REGISTRATION NUMBER GIVEN TO IT BY THE NATIONAL AUTHORITIES
- 2. A COPY OF THE VAT REGISTRATION DOCUMENT IF APPLICABLE AND IF THE VAT NUMBER DOES NOT APPEAR ON THE OFFICIAL DOCUMENT REFERRED TO ABOVE

ANNEX II

FINANCIAL IDENTIFICATION FORM

- SPECIMEN FOR THE TENDERER -

(to be completed by the Tenderer and his financial institution)

The Tenderer's attention is drawn to the fact that the document below is only a specimen, and a specific form in each of the 22 official languages is available for download at the following address: http://ec.europa.eu/budget/execution/ftiers_en.htm

PRIVACY STATEMENT http://ec.europa.eu/budget/execution/ftiers_fr.htm						
ACCOUNT NAME						
ACCOUNT NAME(1)						
ADDRESS						
TOWN/CITY	POSTCODE					
COUNTRY						
CONTACT TELEPHONE	FAX					
E - MAIL	1700					
	BANK					
BANK NAME						
BRANCH ADDRESS						
TOWN/CITY	POSTCODE					
COUNTRY						
ACCOUNT NUMBER IBAN(2)						
REMARKS:						
BANK STAMP + SIGNATI	URE OF BANK REPRESENTATIVE DATE + SIGNATURE ACCOUNT HOLDER:					
(Both Obligatory)(3)	(Obligatory)					
	DATE					

ANNEX III

DECLARATION OF HONOUR

WITH RESPECT TO THE

EXCLUSION CRITERIA AND ABSENCE OF CONFLICT OF INTEREST

The u	nder	signed: (Please print name)
or		in his/her own name (if the economic operator is a natural person)
Oi		representing (if the economic operator is a legal entity)
		me of the company/organisation:
		al form:
Officia	al ad	dress in full:
VAT (Tax)	registration number:
• • • • • • • •		

Declares that the company or organisation that he/she represents:

- (a) is not bankrupt or being wound up, is not having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) has not been convicted of an offence concerning professional conduct by a judgment which has the force of res judicata;
- (c) has not been guilty of grave professional misconduct proven by any means which the contracting authorities can justify;
- (d) has 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 it is established or with those of the country of the contracting authority or those of the country where the contract is to be performed;

- (e) has not 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;
- (f) has not been declared to be in serious breach of contract for failure to comply with his contractual obligations subsequent to another procurement procedure or grant award procedure financed by the Community budget.

In addition, the undersigned declares on his honour:

- (g) that on the date of submission of the tender, the company or organisation he represents and the staff proposed for this tender are not subject to a conflict of interests in the context of this invitation to tender; he undertakes to inform the ENISA Agency without delay of any change in this situation which might occur after the date of submission of the tender;
- (h) that the information provided to the ENISA Agency within the context of this invitation to tender is accurate, truthful and complete.

By signing this form, the undersigned acknowledges that they have been acquainted with the administrative and financial penalties described under art 133 and 134 b of the Implementing Rules (Commission Regulation 2342/2002 of 23/12/02), which may be applied if any of the declarations or information provided prove to be false

Full name	Signature	Date

ANNEX IV

FINANCIALOFFER PART A:

Provision of Media Outreach and Monitoring Services:

ENISA P/22/11/PAU

	PART A Description of services	UNIT	breakdown PRICE ex VAT	YEARLY COST ex VAT	Comments
	REGULAR MEDIA OUTREACH AND MONITORING SERVICES			ex vai	
1	Article 3.1 Press release distribution (total)	Yearly		€	P1
2	Translations	Yearly	€		
3	Geographical area distribution		€		
4	Media sector distribution (e.g. IT media, Financial media)	Yearly	€		
5	Tracking of release distribution and uptake	Yearly	€		
6	Evaluation reports	Yearly	€		
7	Article 3.2 Media contact management system (total)	Yearly		€	P2
8	Article 3.3 Media monitoring system (total)	Yearly		€	P3
9	media impact report services	Yearly	€		
	TOTAL YEARLY CO	ST (P1	+ P2 + P3):	€	PB (CANNOT be more than €38,000.00 per year)

Please note: You are required to provide - <u>at least</u> – the yearly prices for the three major groups above; 'Article 3.1- Press release distribution – P1', 'Article 3.2- Media contact management system – P2' and 'Article 3.3 - Media monitoring system – P3'. <u>Failure to complete these 3 price boxes may result in your financial offer being declared invalid</u>. It would be appreciated if you could also supply the breakdown prices for items 2, 3, 4, 5, 6 and 9.

Print name:	Signature:	Date:
(of the Tenderer or authorised representative)		

FINANCIALOFFER PART B:

	PART B Description of services	UNIT (i.e. hourly, per report, per project, per page, per day/half day etc.)	UNIT PRICE ex VAT	Comments
	AD HOC SERVICES			
1	Individual cost per press release distribution (based on a 400-450 word press release), per distribution circuit and per individual country			
2	Costs for translations, number of translations			
3	Distribution through social media			
4	Embedding multimedia within a release			
5	Tracking of release distribution and uptake			
6	Media impact report services			
7	Increasing press release search engine optimisation (SEO) i.e. provision of additional features			
8	Advice on how to 'load' press releases to increase the visibility of ENISA key messages for media			
9	Updating the contact management system, including producing statistics on existing and new contacts for an ad hoc press release			
10	Increasing press release search engine optimisation (SEO) i.e. provision of additional features			
11				Please add any other services you may wish to offer unit pricing for in the lines below:
12				
13				
14				

^{***}Please note that providing prices for any services listed in Part B above is optional and is not taken into account for the purposes of price evaluation of this tender

Print name:	Signature:	Date:
(of the Tenderer or authorised representative)		

ANNEX V

Model Service Contract template

(See attached file)

ANNEX VI

DECLARATION BY THE AUTHORISED REPRESENTATIVE(S):

NAME OF	LEGAL REPRESENTATIVE
I, the undersigned, certify that the in tender is valid.	nformation given in this tender is correct and that the
First name	
Last name	
Title (e.g. Dr, Mr, Mrs)	
Position (e.g. Manager, Director)	
Telephone number	
Fax number	
e-mail address	
Website	
NAME OF 2 nd LEGAL	REPRESENTATIVE (if applicable)
I, the undersigned, certify that the in tender is valid.	nformation given in this tender is correct and that the
First name	
First name Last name	
Last name	
Last name Title (e.g. Dr, Mr, Mrs)	
Last name Title (e.g. Dr, Mr, Mrs) Position (e.g. Manager, Director)	
Last name Title (e.g. Dr, Mr, Mrs) Position (e.g. Manager, Director) Telephone number	

ANNEX VII

Consortium form

Name of tenderer:				
Form of the Consorti	um: (Pleas	se cross the rele	vant box) X	
Permanent: Lega	ally establis	shed: S	pecifically for this t	ender:
	N	ame(s)	Ade	dress
Leader of the Consortium (person authorised to conclude contract)				
Partner 1*			_	
Partner 2*				
* add additional lines for to be a partner. We confirm, as a partner in performance of the contract behalf of, each partner, that the leader, and that all partner of the contract's performance.	n the consort ct, that the l at the perform ners in the co	ium, that all partne eader is authorised mance of the contra	rs are jointly and seve d to bind, and receive act, including payment	erally liable by law for the entructions for and on as, is the responsibility of
Signature: Leader of consortium	1			
Date:				
Signature: Partner 1				
Date:				
Signature: Partner 2etc				
Date:				_

ANNEX VIII

Sub-contractors form

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

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

Signature: Tenderer	
Date:	
Signature: Subcontractor 1	
Date:	
Signature: Subcontractor 2	
Date:	

^{*} add additional lines for subcontractors if required.

ANNEX IX - Document CHECKLIST

	PLEASE TICK EACH BOX AND RETURN THIS CHECKLIST	
	TOGETHER WITH YOUR OFFER	
1	Your Technical Offer	
2	Professional information (see Part 3 – Article 3.1)	
3	Proof of financial and economic capacity (see Part 3 – Article 3.2)	
4	Proof of technical and professional capacity (see Part 3 – Article 3.3)	
5	Legal Entity Form ⁴ (Annex I) signed and dated	
6	Financial Identification Form ⁵ (Annex II) signed and dated	
7	Declaration on Honour on exclusion criteria (Annex III) signed and date	ed
8	Financial Offer (Annex IV) signed and dated	
9	Declaration by Authorised Representative (Annex VI) signed and dated	d
10	Consortium form (Annex VII) signed and dated - if applicable	
11	Sub-Contractors form (Annex VIII) signed and dated - if applicable	
doci	e tenderers' attention is drawn to the fact that any total or partial omissic umentation requested may lead the Contracting Authority to exclude the te the rest of the procedure.	
rint ı	name: Signature: Date:	
of the Te	enderer or authorised representative)	

⁴ If you have provided a Legal Entity form to ENISA within the previous <u>6 months</u> maximum and no details have changed in the meantime, then you may provide a photocopy of this previous form.
⁵ If you have provided a Financial Identification form to ENISA within the previous <u>6 months</u> maximum and no details have changed in

the meantime, then you may provide a photocopy of this previous form.