



## **OPEN CALL FOR TENDERS**

### ***Tender Specifications***

# **“Provision of Media Outreach, Media Monitoring and Media Compilation services”**

**ENISA P/07/10/SPA**

**TASK ONE: Media Outreach Focal Point**

**TASK TWO: Media Monitoring & Media Compilation**

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# PART 1 INTRODUCTION

## 1. What is ENISA?

### 1.1 Introduction

Communication networks and information systems have become an essential factor for the economy and for social development. Computing and networking are now becoming ubiquitous utilities for society and economy in the same way as electricity or water supply. The security of communication networks and information systems, in particular their availability, is therefore of increasing concern for our civilization. This stems from the possibility of problems in key information systems, due to system complexity, accidents, mistakes and attacks to the physical infrastructures which deliver services critical to the well-being of European citizens.

For the purpose of ensuring a high and effective level of network and information security for the benefit of the citizens, consumers, enterprises, and public sector organisations within the European Union (EU), the European Network and Information Security Agency (ENISA) was established in 2004<sup>1</sup>.

### 1.2 Scope

ENISA's role is to be an expert body and a Centre of Expertise in Network and Information Security (NIS). Its mission is to enhance the level of NIS in Europe and the Agency is the EU's response to NIS challenges as it is of vital importance for the economy. As such, we act as a 'pace-setter for Europe.

The Agency's role includes:

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

## 2 ADDITIONAL INFORMATION

The Strategy and Public Affairs Department of ENISA (hereinafter **SPAD**) runs a broad range strategic, external communications of both institutional, corporate and media communication activities across various media and targeting different key policy makers as audiences.

Being an EU-Agency, ENISA is communicating within the general EU communication framework. The EU has identified the need to communicate the EU better. As part thereof, EU Agencies are situated in the EU Member States working with concrete matters and close to the citizens.

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<sup>1</sup> Regulation (EC) No 460/2004 of the European Parliament and of the Council of 10 March 2004 establishing the European Network and Information Security Agency.

Communications and outreach actions imply translating the Agency's mission and goals into clear and easy language, for information purposes. Consequently, the European Commission has classified ENISA as one of the "Agencies responsible for gathering, analysing and forwarding objective, reliable and easy-to-understand information".<sup>2</sup> Similarly, EU President Barroso recently underlined the role of on EU Agencies for 'communicating policy priorities, as well as key messages related to the Union in general, to EU citizens. You introduce and contribute to the visibility of our work and make the European Union more relevant for European citizens.'<sup>3</sup>

Thus, ENISA has published a number of media topical reports and studies on, for example, spam, social networks, cross border authentication, Flying 2.0 -Internet of Things/RFID, security of USB drives, eID cards interoperability across Europe, mobile eID authentication, cloud computing, biometrics, Botnets, standards, risk assessment/risk management, Computer Emergency Response Teams – .e the 'digital fire brigades' and awareness-raising e.g. safety online, security tips for employers/parents. In addition, the Agency is co-organising conferences, running workshops, producing the ENISA Quarterly magazine and publishing Position Papers. In this tangible way, ENISA is fulfilling its tasks. These IT security topics ultimately touch upon wallet issues and the economy in Europe. As such they are highly relevant for society, citizens, as well as both general, scientific, economy, and IT security media.

A formal description of the Agency scope, mandate and objectives can be found in the Agency's founding regulation 460/2004.<sup>4</sup> Further information about ENISA can be obtained on its website: [www.enisa.europa.eu](http://www.enisa.europa.eu).

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<sup>2</sup><http://europa.eu/rapid/pressReleasesAction.do?reference=MEMO/08/159&format=HTML&aged=0&language=EN&guiLanguage=en>

<sup>3</sup> President Barroso's speech to the EU Agencies, Brussels, on 17 February, 2010.

<sup>4</sup> <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=CELEX:32004R0460:EN:HTML>

## PART 2 TECHNICAL DESCRIPTION

### 1. OBJECTIVES

Given the background in the previous section, the objective is to increase the Agency's visibility and impact through better communications with media. ENISA will do this by undertaking a focused effort of enhancing **'Quality-in-Relations' with media, across a number of key, pilot Member States, through acquiring external support services in media relations by the contractor acting as the 'Media Outreach Focal Point' for the Agency, and to provide additional supporting media monitoring and analysis services.**

The Agency already has a number of media distribution contracts in place. The Agency itself has limited capacity to maintain **"Quality-in-Relations"** in media contacts across all of Europe, as may be understood. Therefore, it would like to improve its media relations through a pilot media outreach project. This should be done via the contracted support of a media/pr and communications consultants company establishing and managing contacts with media, which should generate more media impact across Europe. This way to generate more visibility and impact for the Agency in the national IT security debate, through the support of media/pr consultants it is a **best practice** among many EU-agencies (e.g. EuroFound, FRA, OSHA, ECDC, etc). Therefore, the Agency is launching this key pilot media outreach project tender, to acquire the support services by an external contractor, as the appropriate tool for this objective.

In addition to the outreach service through the Tenderer acting as a **'Media Outreach Focal Point'** outlined above, also complementing support services of **nationally specialised media monitoring, analysis and compilation** by the Tenderer are needed. Through more comprehensive nationally specialised based monitoring, analysis, measuring and presentation of results thereof, the Agency can obtain critical business intelligence for its future communication activities, global strategy and more accurately assess its impact. This is referred to as Task Two in this tender.

For this purpose, the Agency will procure the relevant media services through this tender. ENISA therefore wishes to engage the services of a company specialised in media relations and external communications to assist and support the Agency in developing, implementing and monitoring its activities in these areas. We are thus looking for a Tenderer capable of supplying a broad range of media oriented communication support services.

In brief, this entails:

- The Tenderer should in particular be focused on increasing our media visibility and exposure, in a few key pilot Member States, in particular in relation to **actively promoting** our studies and reports as presented through our press releases/news items to media, and, as such, acting as the **Media Outreach Focal Point [MOFOP]** on behalf of the Agency.
- The Tenderer should be capable of helping us deliver strategic communication actions and initiatives. This should be done as supporting services for an integrated, targeted communications approach to media, public information security experts, other opinion

builders, influential stakeholders, in addition to the Agency's *own* media relations, marketing and targeted advertising (where appropriate).

- The Tenderer may also assist ENISA in undertaking minor media national-regional desk research (i.e. identify relevant national, regional, or independent (e.g. blogs, vlogs, twitter) social media and journalists writing about upcoming ENISA topics, reports and studies) relevant to ENISA's information security communication activities and to build up a database.
- To support its communication activities, ENISA may decide to organise media events on its own initiative (press conference, press briefings, media seminars, small meetings etc), in the particular Member State offered by the Tenderer. This should then be supported by the Tenderer, as detailed further on.
- ENISA will require a **dedicated account manager** (and designated back-ups) available to discuss and work actively with quality-in-media relations, media outreach activities as above, media monitoring and analysis, and PR promotion projects for a **minimum of three days per month for 10 months per year** for the Agency, i.e. for both Tasks One and Two as described in articles 3 and 4 below. This approach should ensure an efficient and consistent project management approach, consistency of messaging, as well as consistency of values being projected across all its communication activities.
- The a) establishment and b) regular maintenance of a main media/influential opinion builders/stakeholders contact list of journalists in the particular countries offered, interested in receiving information from ENISA shall be included as a routine activity.
- The Agency foresees regular meetings with the Tenderer with at least four teleconferences a year, in addition to regular mail and occasional telephone call contacts.
- The Agency foresees, at least one meeting a year will be a face to face meeting with managers in SPAD at ENISA's premises in Heraklion, Crete, Greece (or its *Bureau de passage* office in Athens).
- The Tenderer will be **paid on a quarterly basis in arrears** over the course of the year. The actual invoice dates will be decided before the start of the contract based on the first invoice being due 3 months after the commencement of the contract. The first invoice will be for 40% of the total yearly cost, in order to accommodate any third party costs payable. The remaining 3 invoices per year will each be for 20% of the total yearly cost.
- The Tenderer is required to propose a lump sum in their financial proposal (using the Financial Offer template **Annex IV**) covering all resources, tasks and activities as further detailed in article 2 below, i.e.
  - the annual media outreach,
  - acting as a Media Outreach Focal Point,
  - Member States specialised monitoring and media compilation,
  - Project coordination, including one mission per year to Crete throughout the year.

## 2. DESCRIPTION OF TASKS

### General Requirements:

2.1 (a) For both tasks, **at least** two EU Member States **MUST** be offered in the proposal.

2.1 (b) For both tasks in this pilot project, the offer **MUST** include **at least one out of these three** key EU Member States;

- (i) United Kingdom,
- (ii) Germany,
- (iii) France.

2.1 (c) If the 2<sup>nd</sup> mandatory EU Member State is not one of the 3 indicated in article 2.1(a) above (UK/DE/FR) then the following are primarily of interest (in order of priority): Spain, Italy, Poland, the Netherlands, Belgium, Sweden, Czech Republic, Slovakia, Hungary, and Austria.

You are invited to offer more than two EU Member States if possible (within the financial limitations of this tender). Any additional EU Member States offered (preferably from the list in the previous point) would be considered advantageous to the evaluation of your bid.

### 3 TASK ONE: Media Outreach Focal Point

ENISA requires a contractor to assist it in the implementation of its media activities, in order to increase Agency visibility and impact in a few key, pilot EU Member States.

The Agency thus requires **the contractor to be acting as the “Media Outreach Focal Point” for the Agency.**

A detailed description of the duties follows:

#### 3.1 Identify the relevant national debate platforms, including:

1. online media,
2. key national audiovisual TV-radio,
3. ICT security programs,
4. ICT-security blog landscape,
5. other public online fora,
6. knowledge sharing platforms,
7. events and key actors.

You may use the ENISA ‘Country Reports’ as a starting point for this purpose, as an indicative, but not exclusive tool.

#### 3.2 Identify the key media and other target group members:

- establish initial **contact** with them,
- ascertain their interests and needs, and
- suggest ways and arguments to increase interest and loyalty of the target audiences to accept media releases from ENISA

- obtain their consent to be included in the ENISA media and/or stakeholders relations management database;
- suggest a suitable structure and classification for the database, so that the actors can be identified and stored, and searched, for latest contact, subject, country of actor, sector of media, national-regional, specialised sub-topic e.g. botnets, cloud computing, etc.

**3.3 Translation and local adaptation of the ENISA press releases** (approximately 20 per year of around 400-600 words) **and news items** within 24 hours, (approximately 15 per year are relevant, of 100-300 words) in the current UK-English (or local UK debate, or translate entirely it from English, to the national target audiences in FR/DE/ as per Tenderer's offer. This includes adapting it to the national current debate, Member State 'buzz', tagging on to national, local or regional media triggers and debate, as to increase Agency impact and relevance in the particular Member State. These actions apply to short 'news items' in the web site, around 10 per year which are relevant, but do not motivate a full PR being distributed throughout Europe, They can still be relevant and topical, or motivate a local Member State interest, e.g. when a national expert has contributed to the Agency study or report. There should be a balance struck between consistency of the message of the general English PR for across the EU, versus adapting it, for the particular UK/DE/FR (as applicable) or local-regional adaptations. The Agency should be consulted about the tone of the national-regional adaptation, as to be informed thereof. The Agency acquires the full right of these adaptations/translations and may use them for any purpose it deems fit, e.g. post it online.

**3.4 Database.** Building up/**or** using an existing Media Database(s) for the relevant offered Member States, to reach out with press releases to targeted media in order to provide them with background material for reporting on ENISA related stories. The types of media should typically include for all the relevant Member States as per your offer:

- National media
- Network and Information Security media
- ICT media and magazines
- Economy/Business
- General media/editorial desks
- Scientific media and magazines
- Technology media
- Consumer affairs media (where relevant)
- Regional media-reporters focused on ICT-security reporting, or local implications, e.g. as in Flying 2.0-giving prominence to local Experts whom have contributed to a report
- Specific IT/ICT security or ICT awareness/technological TV-shows and their journalists.
- Key influential relevant opinion builders from various sectors.
- Key influential (only) social media-blogs/**or** vlogs in the ICT-Security sector
- 'EU focused'/**or** politically specialised media in these countries

The database may be built up during the 2 initial months of the contract and must then include minimum 400 names for a 'large' Member State (over 20 Million citizens), and minimum 100

names in 'smaller/medium' member states (below 20 Million) offered. The number of relevant contacts the tenderer can provide will be an important matter in the evaluation of offers.

**3.5 Establish appropriate communication tools to act as a 'Media Outreach Focal Point'** on behalf of ENISA in the particular Member States, for the dissemination of ENISA press releases and information in a national context.

**3.6 Assisting in national/regional distribution of Agency press releases, news items, video clips,** and other such material, to the identified key media, opinion builders, influential actors, blogs, vlogs, twitter, social media fora/knowledge sharing fora, per Member States, possibly through an ENISA subset mail account, using the established database, and adding on a minimum of ten names relevant for that particular topic per upcoming study/PR.

**3.7 Actively 'selling-in' of stories in press releases (or occasional news items - maximum 10 per year) and video clips (maximum 6 per year) to journalists, media and bloggers, by email and follow up emails with telephone calls,** to key media, and to other key people, national influential opinion builders/stakeholders/policy makers who are active in the IT security debate or adjacent topics, such as economics, politics, science, etc, and whom are interested in receiving information from ENISA to influence and advance the national ICT security debate in a European perspective.

**3.8 Proactively contact and tip media on upcoming ENISA stories and reports,** i.e. advance notice and 'selling in' of upcoming PRs, or stories which are only published as news items/video clips in the web site, but yet would merit to be published at national or regional level for the relevant, specialised media actor. This could be to set up radio- phone-ins, promote topical professional article-placing, or journalistic roundtables/press briefings.

**3.9 Proactively advise the Agency** on information security marketing, corporate positioning and key message development and adaptation thereof in the particular national or regional context.

**3.10 Establish quantifiable methods** to obtain data relating to **impact indicators;** surveys, attitude changes, clippings etc.

**3.11** Any system the Tenderer can offer to provide for distribution and **qualified, 'guaranteed' publication by a 'push'-function mechanism to online/national/regional/blog media,** in order to increase online visibility would be welcome.

**3.12** Any other **electronic features,** e.g. linkages to social media applications, blogs, RSS feeds-automatic sign up to press releases, etc, would be considered advantageous.

**3.13 Media event support services:**

This may include; organisation of a maximum of 2 ‘media events’ per year in up to two (2) of the Member States offered by the Tenderer, related to a PR/news item when ENISA is visiting the particular Member States offered. This can take the form of press conferences, press briefing, photo opportunities, media seminars, one-to-one interviews, meetings with small groups of journalists, including the ‘engagement’ of journalists, and ‘selling-in’ the event to the journalists.)

For each such potential ‘media event’, the following should be provided:

- Distribution of a notice/invitation to, and follow up calls to journalists ahead of a press event, as above
- Support by providing maximum 25 media kit/packages based on ENISA material for the organisation of small meetings when the agency visits the particular Member State offered, background briefings, seminars or other such contacts with media commentators and influencers, in support of communication goals.
- One junior consultant on site for half a day to assist with press event
- Provision of an appropriate room at the International Press Centre (national equivalent), the European Commission, the European Parliament offices, the national Europe House, or similar convenient location for journalists in the particular Member State.
- Distribution of press pack by email to journalists not attending the press conference

#### **4 TASK TWO: Media monitoring and media coverage compilation**

*Please note that all parts of TASK TWO, apart from point 4.5 below (analysis reports), could be outsourced by the Tenderer. (In this case the subcontractors form; (Annex VIII) must be fully completed and Article 1.5 in Part 3 of this tender specification should be fully addressed)*

SPAD runs a broad range of communication activities for increasing visibility and impact of the Agency. TASK ONE of the contract focuses on this through the Media Outreach Focal Points and quality in relations to media, which is linked to task two, of monitoring, assessing and evaluating results in the particular Member States offered by the Tenderer. Therefore, we are looking for a Tenderer to increase our national, specific media monitoring in this key pilot project targeted at increasing visibility in a few Member States. That includes for the Tenderer to assist us in monitoring, assessment and evaluation the Agency’s pilot media outreach project, any effects of this, and its media impact throughout the year. In the end, we must be able to show clear results of the funds invested in TASK ONE of the media outreach, through TASK TWO. This translates to media monitoring, delivering media compilation and analysis services to the Agency, as specified below.

**Objective:** The Agency therefore requires assistance with monitoring of the relevant national, regional, independent, media (including e.g. identified relevant key blogs), and production of media compilations and brief media analyses reports, by the Tenderer.

- This will serve as a tool in order to **analyse and assess** the impact of its focused pilot media outreach project and communications actions in the particular Member State offered by the Tenderer.
- This will also serve as a **reputation and brand management indicator tool**, as to get early warning of upcoming press interest in ENISA and its activities.
- Moreover, the media data should provide **backbone input to maintain and increase the media database** in task one, for the Member States offered.

Thus, the main services to be provided include: nationally specialised media monitoring and media coverage impact reports, i.e. regular daily update of media monitoring (possibly through a web interface) as well as regular compilation, analyses, and classification of media coverage in PDFs, in order to present to the Agency internally, and potentially key stakeholders, Management Board, etc as critical business intelligence.

The key services ENISA requires are:

**4.1** Ongoing “alerts/clippings” service (using web/email based communication) to alert the Agency to **alert the Agency to media** reports, as far as possible, in print and online media in the relevant Member States offered in your proposal, where the **Agency or its reports/studies are mentioned**. Ideally, this should be “real time” and for a minimum of 5 days a week.

**4.2** The Tenderer should use the media clippings to extract and identify the relevant **journalists** behind a story and their details. This may entail additional desk research and contacts may be required to obtain proper and full electronic email address, telephone, mobile etc data, which is **to be fed into a particular database for media relations** of certain key pilot Member States, and continuously updated by the Tenderer. These updated lists will be transferred to the Agency at the end of the contractual period in an exportable format.

**4.3** We need the Tenderer to identify **relevant news stories related to the Agency’s work**, in relation to further promote Agency PR launched reports/studies/results, or news items, i.e. when relevant. This may be stories of interest for the Agency and have a bearing to its reports/studies. For example, we want to know about breaking news stories on security breaches, spam attacks, massive cyber attacks, privacy, security, awareness raising, CERTs, resilience, cloud computing, e-ID, including other topics related to the Agency’s key activities, in any of the national (or regional) media across the particular key member States in Europe. These may either generate media questions to the Agency, or it could trigger the Tenderer actively acting as a Media Outreach Focal Point, that the Agency should offer to give an interview, comment at national level, or having the media to make a reference to its relevant report in its reporting, or in a follow up story.

**4.4** Regular monitoring and analysis of the content of **key national/regional media or influential opinion builders websites, relevant to ENISA** (minimum five per member states, e.g. those belonging to national and regional, public information security organisations, etc) and identifying and monitoring, key *leading*, influential ICT/security blogs, (on security and networks, clouds, etc) is also of interest for the Agency.

**4.5 The Tenderer shall provide regular analysis in the form of periodic reports in PDF format, (zipped if necessary) to inform the Agency of the results of the media outreach activities, by monitoring the impact and quantifying total coverage and clippings found of ENISA and its activities, during the 10 month production period of the contractual year (actual period to be defined upon contract signature) as shown below:**

- **Daily reports (whenever relevant).**
  - **Weekly summaries**
  - **Monthly summaries**
  - **Quarterly summaries**
- 
- More specifically, the delivery to the Agency **of the periodic, quarterly (i.e. 4 per year)** compilation reports should entail a **brief media coverage analysis**, (e.g. categorization and properly classified according to e.g.; topic, print, online or broadcast media, national/regional media (as far as possible), by date, a brief written summary of the articles figures, media, total circulation of articles, changes since last report, trends, key statistics, focus, prominence of articles, messages, tone of articles (positive, negative or neutral), importance in the national context, and other relevant variables; properly classified, delivered in a PDF format.
  - All reports from non English speaking countries should include **brief** summaries of the topics/tone of the categories per theme in English.
  - If the contractor in addition could provide and deliver such reports more frequently, on a monthly or bi-weekly basis to the Agency, it would be considered advantageous.

**4.6** The Tenderer must establish systems to ensure that relevant national and international copyright laws are observed. ENISA will accept no liability for violation of copyright laws by the acts or omissions of the Tenderer.

**4.7** The Tenderer is invited to offer any additional useful media monitoring and analysis tools which they can use (possibly automatically) to **deliver** material in a **processed format** for the purpose of 'Task Two'.

## **5 TECHNICAL REQUIREMENTS & EXPECTED SKILLS**

The performance of the above mentioned activities requires professionals that have good multi disciplinary knowledge on all or a majority of the following fields:

- Excellent experience and an established track record in managing in external communications and media relations, public relations, and-or media relations,<sup>[1]</sup>
- Specifically, a good knowledge of ICT, IT security, or scientific communication is advantageous.
- Excellent network of media contacts.
- Excellent communications and presentation skills
- Excellent project management skills, including quality assurance

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<sup>[1]</sup> It is advisable to provide examples of previous (relevant) contracts as an indication of experience.

## **5.1 Technical capabilities**

- Statement of the technical equipment and material which the Tenderer can use to provide the services indicated in this call for tenders.
- Statement describing the services which can be provided by Tenderers directly and those which they plan to subcontract.
- Particulars of the sub-tenderers already selected by the Tenderer which they may use for certain types of work.
- Statement of the average annual workforce of the service provider and the size of the management staff during the last three years.
- Evidence of this capacity must be provided by:
  - A presentation of the company and its internal organisation (number of employees, CV's of the employees that could be assigned to the mission) and what organisational changes may be needed to guarantee continuity in providing services to ENISA in case staff leave.
  - A presentation of three recent assignments undertaken by the Tenderer (Name of clients, amounts, services provided and contract lengths) relevant to the tender.

## **5.2 Languages abilities**

- A statement of the Tenderer's language abilities must be submitted. Most of the work will be performed in English, particularly in communications with ENISA. The Tenderer must demonstrate a strong ability to draft and operate in this language, preferably also technical knowledge, or other ways to guarantee accuracy of translations, being 'on top' of the matters and current terminology, as well as providing examples of previous work.
- The Tenderer must also be able to provide native language skills in the other relevant Member States offered, and a common language of work in between
- The tenderer must also be able to demonstrate how they will put together teams covering other European languages as applicable. Examples of multi-country/multi-language work undertaken by the Tenderer is considered advantageous.

## **6 CASE STUDIES**

The Tenderer must provide two case studies to give evidence of their technical expertise and skills, as detailed below;

### **6.1 Case study for TASK ONE:**

- Tenderers should give a detailed description of how they would organise a press conference/or press briefing in a European capital, e.g. London, Berlin, Paris, or Athens, on a "hot" ICT security news story as well as how they would organise a

small media briefing in Brussels on a lower profile, more technical issue. An estimate of the staff hours their company would commit to each event should be given.

- Creation of a sample press list for at least 50 media/key active IT security opinion builders contacts per country offered, tailored for ENISA
- A clear methodology of services for distribution of invitations, outreach figures, translations, securing translations and verifying adaptation of messages with ENISA, documentation of media contacts taken, demonstrate proof of success in media relations, etc, should be given in this case study, covering and including all services requested in Task 1.

## **6.2 Case study for TASK TWO:**

- The Tenderer shall provide a customized, clear Agency-adapted case study illustrating the methodology of how it would compile and deliver a quarterly compilation report during a sample quarter; for example the period 1 June 2010 to 31 August 2010, compiling national and or regional media in the relevant Member States offered, coverage mentioning the 'EU Agency', 'ENISA', its press releases or news items, presenting its studies and reports, classifying and analysing the clippings, etc.

## **7 TIMELINE**

The contract shall commence on the day following signature by the last contracting party and the terms of the contract should be completed at the latest 12 months later. It is the Agency's intention to have the "Media Outreach Focal Point" cooperation functioning and all other services running as soon as possible, preferably during Q3 of 2010.

The daily and weekly compilation of media coverage can be done and should be sent to the Agency electronically in a suitable electronic format specified by the Agency.

The quarterly compilation reports will be presented internally as well as to the ENISA Management Board in order to contribute to the Agency's impact assessment. Therefore, it is imperative that each report is submitted to ENISA as soon as possible and at the latest within two weeks of the end of each nominated quarter.

## **8 PLACE OF EXECUTION OF THE ACTIVITIES AND COMMUNICATIONS**

The execution of the activities will take place at the Contractor's premises. Informal and regular contacts should be maintained by telephone and e-mail.

The contractor is required to be present at ENISA premises for at least one meeting a year with managers in SPAD at ENISA's premises in Heraklion, Crete, Greece (or its *Bureau de passage* office in Athens).

## **9 TENDER RESULT AND ESTIMATED CONTRACT VALUE**

The result of the evaluation of tenders will be the awarding of a Service Contract.

The total estimated budget **cannot exceed € 60,000.00** (sixty thousand Euros) per year, covering all tasks executed and including all costs.

## **10 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 Specifications. An Offer shall include a description of the operational means and procedures to be implemented to perform the Contract, supported where appropriate by related documents.

## **11 CONTENT AND PRESENTATION OF THE PRICE OFFER**

The Price offer must be drawn up using the Financial Offer template provided (see Annex IV).

## **12 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.

## **13 PRICE REVISION**

Prices submitted in response to this Tender shall be fixed and not subject to revision.

## **14 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.

## **15 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.

## **16 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.

## 17 PAYMENT ARRANGEMENTS

Payments under the Contract shall be carried out subject to approval of the Services by ENISA within 30 days after an invoice is submitted. Each invoice must specify the specific deliverables covered.

Invoices will be drawn up and **paid on a quarterly basis in arrears** over the course of the year. The actual invoice dates will be decided before the start of the contract, with the first payment being due 3 months after the commencement of the contract. The actual payments will be distributed as follows:

<u>1<sup>st</sup> quarterly payment</u> (due 3 months from start of contract):	40% of yearly contracted cost.
<u>2<sup>nd</sup> quarterly payment</u> (due 6 months from start of contract):	20% of yearly contracted cost.
<u>3<sup>rd</sup> quarterly payment</u> (due 9 months from start of contract):	20% of yearly contracted cost.
<u>4<sup>th</sup> quarterly payment</u> (due 12 months from start of contract):	20% of yearly contracted cost.

## 18 CONTRACTUAL DETAILS

A model of the Service Contract is proposed to the successful candidate(s) - see Annex V.

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

## PART 3 ADMINISTRATIVE DETAILS

### 1. FORMAL REQUIREMENTS

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

You are invited to tender for this project and requested to submit your tender no later than **16 June 2010** either by:

- a) **Registered post.** Please note that **no offers by postal service will be accepted.**
- b) **Express courier.** The courier company printed delivery slip and stamp will constitute proof of compliance with the deadline given above:  
**or**
- c) **Hand-delivery** (direct or through any authorised representative of the Tenderer) by 17.00 hours on **16 June 2010** 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.

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

Postal Address		Express Courier & Hand Delivery
<b>Not applicable for this tender</b>	or	European Network and Information Security Agency (ENISA)  For the attention of Procurement Section Science and Technology Park of Crete (ITE) Vassilika Vouton 700 13 Heraklion Greece

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

## 1.2 Presentation of the Offer and Packaging

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

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

<p>OPEN CALL FOR TENDER NO.      <b>ENISA P/07/10/SPA</b></p> <p><b>“Provision of Media Outreach, Monitoring and Compilation services”</b></p> <p>NOT TO BE OPENED BY THE MESSENGER/COURIER SERVICE</p> <p>NOT TO BE OPENED BY THE OPENING COMMITTEE BEFORE <b>24<sup>th</sup> June 2010</b> TENDERED BY THE FIRM: &lt;PLEASE INSERT NAME OF THE TENDERER/COMPANY&gt;</p>
---

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

<p>OPEN CALL FOR TENDER NO.      <b>ENISA P/07/10/SPA</b></p> <p><b>“Provision of Media Outreach, Monitoring and Compilation services”</b></p> <p>NOT TO BE OPENED BY THE OPENING COMMITTEE BEFORE <b>24<sup>th</sup> June 2010</b> TENDERED BY THE FIRM: &lt;PLEASE INSERT NAME OF THE TENDERER/COMPANY&gt;</p>
--

## 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 'Sub-contractors 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 sub-contractor must not sub-contract further.

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

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

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

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

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

#### **1.5 Total 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.

#### **1.6 Language**

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

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

The opening of received tenders will take place on **24<sup>th</sup> June 2010 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**

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:

They are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or

Are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

They have been convicted of an offence concerning their professional conduct by a judgement which has the force of res judicata;

They have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;

They have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;

- a. 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;

- b. 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 professional or trade registers, in 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:

- Annual accounts, balance sheet or extracts there from where publication of the balance sheet is required under company law in the country of establishment;
- Statement of the undertaking's overall turnover and its turnover in respect of the services to which the contract relates for the previous three financial years.

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.

### **3.3 Technical Background**

The prospective contractor should provide evidence (e.g. CVs of experts, previous projects in this field, references from customers, etc.) of expertise and knowledge on the topics mentioned below:

- experience incident reporting mechanisms and exercises related to the resilience of public eCommunications networks
- experience in organising stock taking and analysis in incident reporting and exercises
- understanding of national and pan European policies on incident reporting mechanisms and exercises
- experience in security issues and related disciplines (e.g. business continuity, crisis management, risk management/risk assessment, incident management);
- understanding of policy and regulatory issues related to the resilience of public eCommunications networks at national and/or pan European level;
- professional project management capabilities not only of national projects but also pan European ones

## 4. AWARD CRITERIA

### 4.1 Quality of the Offer

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

No	Qualitative award criteria		Weighting (max. points)
1.	<b>Technical compliance</b>	Compliance with the technical descriptions	10
2.	<b>Quality of the methodology, presentation of offer and services proposed by the Tenderer</b>	General presentation, cases, and methodology to increase impacts.	20
3.	<b>Quality of the overall combination of elements in the Tenderer's offer</b>	The specific elements coinciding to give the best value for money, including the number of countries offered.	30
4.	<b>Strength of Tenderer's national and regional media network, in the <i>outreach</i> system, database services, e.g. subscribers, (potential registers for guaranteed online placing), and the quality of the press conference case study</b>	The quantitative elements that constitute the strength and suitable numbers in the potential outreach and impact for the Agency, i.e. the number of media covered nationally, regionally and independent media, outreach efforts methodology and impact indicators as proof of work/impact, and the quality of in methodology of the two case studies.	20
5.	<b>Number of relevant media titles <i>monitored</i>, and quality of media analysis based on the members CV's the proposal itself, the Tenderer's experience, and quality of the press conference case study.</b>	High quality media coverage analysis must be provided and synthesized, analysed, categorized, etc, with regular intervals, in order to inform ENISA stakeholders of the Agency impact in an easy and visible way.	20
<b>Total Qualitative Points (QP)</b>			<b>100</b>

### Minimum attainment per criterion

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

### Minimum attainment overall

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

The sum of all criteria gives a total of 100 points. The respective weighting between the different awards criteria depends on the nature of the services required and is consequently closely related to the terms of reference. The award criteria are thus quantified parameters that the offer should comply with. The **qualitative award criteria** points will be weighted at **70%** in relation to the price.

### 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 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.

The offers exceeding the maximum price set in Part 2 Article 7 will be excluded. The cheapest offer will receive the maximum points and the rest of the candidate's offers will be awarded points in relation to the best offer as follows

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

where;

- PP** = 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

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

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

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

## **7. VALIDITY**

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

## **8. LOTS**

This Tender is not divided into Lots.

## **9. ADDITIONAL PROVISIONS**

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

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

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

## **11. DRAFT CONTRACT**

A 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: **“Provision of Media Outreach, Media Monitoring and Media Compilation services”**

**ENISA P/07/10/SPA**

#### Summary timetable comments

Launch of tender - Contract notice to the Official Journal of the European Union (OJEU)	<b>28<sup>th</sup> April 2010</b>	
Deadline for request of information from ENISA	<b>10<sup>th</sup> June 2010</b>	
Last date on which clarifications are issued by ENISA	<b>12<sup>th</sup> June 2010</b>	
Deadline for submission of offers	<b>16<sup>th</sup> June 2010</b>	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	<b>24<sup>th</sup> June 2010</b>	At 10:00 Greek time
Date for evaluation of offers	<b>24<sup>th</sup> June 2010</b>	At 11:00 Greek time
Notification of award to the selected candidate	End June 2010	Estimated
Contract signature (following '14 day standstill' period)	Mid July 2010	Estimated
Commencement date of activities	1 <sup>st</sup> September 2010	Estimated
Completion date of activities	31 <sup>st</sup> August 2011	Estimated

## CHECKLIST

### WHAT MUST BE INCLUDED IN THE TENDER SUBMISSION:

PLEASE TICK EACH BOX  AND RETURN THIS CHECKLIST

TOGETHER WITH YOUR OFFER

1. Technical Offer (including Case studies for Tasks One & Two)
2. Legal Entity Form<sup>5</sup> (*Annex I*) dated and signed
3. Financial Identification Form<sup>6</sup> (*Annex II*) dated and signed
4. Declaration on Honour on exclusion criteria (*Annex III*) dated and signed
5. Financial Offer (*Annex IV*) dated and signed
6. Supporting documentation showing previous related experience  
as well as financial information and proof of registration
7. Declaration by Authorised Representative (*Annex VI*) dated and signed
8. Consortium form (*Annex VII*) dated and signed - if applicable
9. Sub-Contractors form (*Annex VIII*) dated and signed – if applicable

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

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

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

# ANNEX I

## Legal Entity Form

The specific form, for either a;

- d) public entity,
- e) private entity or
- f) 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](http://ec.europa.eu/budget/execution/legal_entities_en.htm)

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

## ANNEX II

### **FINANCIAL IDENTIFICATION FORM**

**- SPECIMEN FOR THE TENDERER -**

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

The Tenderer's attention is drawn to the fact that this document is 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](http://ec.europa.eu/budget/execution/ftiers_en.htm)

	<b>FINANCIAL IDENTIFICATION</b>
PRIVACY STATEMENT	<a href="http://ec.europa.eu/budget/execution/ftiers_fr.htm">http://ec.europa.eu/budget/execution/ftiers_fr.htm</a>
<b>ACCOUNT NAME</b>	
ACCOUNT NAME <sup>(1)</sup>	<input type="text"/>
	<input type="text"/>
ADDRESS	<input type="text"/>
	<input type="text"/>
TOWN/CITY	<input type="text"/>
POSTCODE	<input type="text"/>
COUNTRY	<input type="text"/>
<b>CONTACT</b>	
CONTACT	<input type="text"/>
TELEPHONE	<input type="text"/>
FAX	<input type="text"/>
E - MAIL	<input type="text"/>
<b>BANK</b>	
BANK NAME	<input type="text"/>
	<input type="text"/>
BRANCH ADDRESS	<input type="text"/>
	<input type="text"/>
TOWN/CITY	<input type="text"/>
POSTCODE	<input type="text"/>
COUNTRY	<input type="text"/>
ACCOUNT NUMBER	<input type="text"/>
IBAN <sup>(2)</sup>	<input type="text"/>
REMARKS:	<input type="text"/>
<b>BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE</b> (Both Obligatory) <sup>(3)</sup>	<b>DATE + SIGNATURE ACCOUNT HOLDER :</b> (Obligatory)
<input type="text"/>	DATE <input type="text"/>
<p><sup>(1)</sup> The name or title under which the account has been opened and not the name of the authorized agent <sup>(2)</sup> If the IBAN Code (International Bank account number) is applied in the country where your bank is situated <sup>(3)</sup> It is preferable to attach a copy of recent bank statement, in which event the stamp of the bank and the signature of the bank's representative are not required. The signature of the account-holder is obligatory in all cases.</p>	

## ANNEX III

### DECLARATION OF HONOUR WITH RESPECT TO THE EXCLUSION CRITERIA AND ABSENCE OF CONFLICT OF INTEREST

The undersigned: ..... (Please print name)

in his/her own name (if the economic operator is a natural person)

or

representing (if the economic operator is a legal entity)

Official name of the company/organisation: .....

.....

Official legal form: .....

Official address 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

## FINANCIAL OFFER:

**“Provision of Media Outreach, Media Monitoring and Media Compilation services”**

**ENISA P/07/10/SPA**

	Your OFFER
<b>TOTAL PRICE OFFER:</b> <i>Please provide your lump sum price for these services to be provided <b>for 12 months</b></i>	€

<b>Print name:</b> <i>(of the Tenderer or authorised representative)</i>	<b>Signature:</b>	<b>Date:</b>
---	-------------------	--------------

# **ANNEX V**

## **Model Service Contract template**

**(See attached file)**

## ANNEX VI

### DECLARATION BY THE AUTHORISED REPRESENTATIVE(S):

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

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

## ANNEX VII – Consortium form

Name of tenderer:

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

Permanent:  Legally established:  Specifically for this tender:

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

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

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

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

## ANNEX VIII – Sub-contractors form

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

\* add additional lines for subcontractors if required.

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

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