



OPEN CALL FOR TENDERS

Tender Specifications

for the provision of

“Travel Agency Services”

ENISA F-ADM-13-T18

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SUMMARY

Awarding Authority	European Union Agency for Network and Information Security (hereafter referred to as ENISA).
Purpose	The purpose of this procurement procedure is to conclude a Framework Contract with a Travel Agency able to provide the travel arrangement services and handle the volume of such services as detailed below.
Lots	This procurement procedure is not divided into lots.
Volume (maximum)	The maximum volume of the contract over a maximum possible duration of 4 years is estimated at: 1.400.000, 00 Euros.
Contracts	ENISA will sign a framework contract with the successful tenderer, referred to as "Contractor" or "the Travel Agency" in the tender specifications. A Draft service framework contract is included.
Submission of offers	Each tenderer can only submit one offer
Duration of the framework contract	12 months, renewable up to three times, each time for a 12 month period, thus the maximum possible contract duration is 4 years
Main places of performance of services	Travel Agency's main business premises.
Variants	Not permitted
Joint Offers	Permitted
Subcontracting	Permitted. However, any intention to sub-contract must be clearly announced in the offer.

PART 1 INTRODUCTION TO ENISA

1. CONTEXT

1.1 Introduction

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

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

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

1.2 Scope

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

1.3 Objectives

The Agency's objectives are as follows:

- Developing and maintaining a high level of expertise
- Assisting the Union institutions, bodies, offices and agencies in developing policies in network and information security
- Assisting the Union institutions, bodies, offices and agencies and the Member States in implementing the policies necessary to meet the legal and regulatory requirements of network and information security under existing and future legal acts of the Union, thus contributing to the proper functioning of the internal market.
- Assisting the Union and the Member States in enhancing and strengthening their capability and preparedness to prevent, detect and respond to network and information security problems and incidents.
- Using its expertise to stimulate broad cooperation between actors from the public and private sectors.

2. ADDITIONAL INFORMATION

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

PART 2 TERMS OF REFERENCE

A. SCOPE OF THIS TENDER

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

Subject of the tender	Maximum budget
Provision of Travel Agency services	<p data-bbox="1043 663 1219 734">€ 350,000.00 per year</p> <p data-bbox="954 786 1315 898">€1,400,000.00 over the maximum possible period of 4 years</p>

1. GENERAL DESCRIPTION OF THE REQUIRED SERVICES

ENISA requires an experienced travel agency in order to make travel as well as accommodation arrangements as required, for ENISA staff members and external experts travelling across Europe and beyond with emphasis on the EU Member states. ENISA's offices are established in Heraklion and in Athens.

ENISA uses the term "Mission" to describe an authorised business trip of its staff. Each mission has a specific mission reference number.

Travel arrangements will be made on the basis of the most convenient trip (shortest schedule possible in terms of the time schedule from departure to destination and return back) at the best possible price to ENISA, according to the provisions mentioned below.

It is the Travel Agency's task to advise the staff member on the most suitable travel option for the mission and where applicable, to explain the appropriate options to the staff members.

As a minimum, provision of the following services is required:

- Booking, issuing and delivery of flight/train/ship tickets, where applicable with the competent CRS (Computer Reservation Systems);
- Electronic ticketing;
- Booking of accommodation (hotel rooms);
- Providing assistance in obtaining visas;

The Travel Agency must be able to provide all the above listed services.

Occasionally the Travel Agency may be required to provide other travel arrangement services not listed above (e.g. Web check in, car rental arrangements, providing information on public transport means at the place of meeting and other information of importance to the traveller).

Tenders submitted should take into consideration the 'Guide to Missions of the officials and other servants of the European Commission' which is available in Annex IX.

The below table shows an indicative annual volume of missions, broken down between accommodation and the total amount spent for the Travel Agency services undertaken in 2011 and 2012 by ENISA:

	Number of Missions	Number of Accommodations (nights)	Total amount spent to Travel Agency services in euros (approx)
ENISA staff missions 2011	515	820	320.000,00
ENISA staff missions 2012	450	730	300.000,00

Please note that the above figures are indicative only and have no contractual value. The actual volume of services may vary depending on the needs of ENISA.

The maximum contract volume over its total possible duration of 4 years is estimated at 1.400.000,00 euros.

2. DETAILED REQUIREMENTS

The services and provisions listed below are indicative. Each mission may require one or more of the services or provisions listed.

Valid for all missions, services and provisions: ENISA remains the owner of data collected, including any and all personal data related to a mission. Data is treated by the contractor as confidential and personal data is treated in line with the requirements of Directive 95/46/EC as transposed to the respective Member State of establishment of the contractor.

2.1 Issuing tickets for ENISA staff on business trips

The Travel Agency has to be able to reserve and issue tickets for all air (mainly), rail, sea and road travel, as requested, at the best possible price (combining the most direct and least expensive routes to achieve cost effectiveness). If requested, other alternatives should be proposed.

Response to fare inquiries should be provided by e-mail within one (1) working day from the original inquiry at which time ENISA should receive routing options, if available, and relevant cost quotations. In exceptional cases ENISA may ask Travel Agency to provide a response within a shorter period of time, therefore the Travel Agency shall be able to respond within a period of time as short as 1 hour.

ENISA expects all air ticketing to be electronic. Other types of tickets, e.g. rail, boat etc., can be delivered as appropriate in either paper or electronic form. Preference is given to electronic ticketing when available or applicable (lower costs incurred). Preference should also be given to the scheduled flights over charter flights.

The ticket quotation should clearly mention the following:

- a. price quotes with reference to the final date of issue (option date)
- b. mission reference number (to be communicated by ENISA staff inquiring)
- c. itinerary (detailed flight/train/boat hours of departure and arrival)
- d. ticket class - economy by default – business class ticket can also be issued in compliance with mission rules (e.g. more than four hours continuous flying time and in certain circumstances after the written authorisation by ENISA)
- e. Baggage allowance – unless requested otherwise, all within EU travel shall have a minimum of 20kg allowance
- f. information on ticket flexibility and related costs regarding possible changes or cancellation
- g. a detailed breakdown of the final cost (e.g. fare cost, VMPD cost, service fee applied from airlines companies, transaction fee applied from Travel Agency etc.)

It is desirable that Travel Agency shall also be able to purchase directly by using a credit card (if no other means of transactions are available) low cost tickets for staff members.

In addition, the ability of the Travel Agency to provide shorter response times than the ones mentioned above as well as the ability of the Travel Agency to provide adequate option time (deadline for issuing ticket) will be considered advantageous in the evaluation of tenders.

It is expected that adequate emphasis is laid on the feasibility of the proposed transport options. In particular, connection flights should be quoted in such a way to allow sufficient time for boarding, taking into account the specificities of airports, city traffic conditions etc.

The travel tickets shall be normally delivered electronically. In the rare circumstances of paper tickets (rail, boat etc.) they shall be delivered to the premises of ENISA, at the latest 48 hours before the time of departure. No additional charge should be made for this delivery service.

The travel tickets and accompanying documentation shall contain information on:

- Name of the person on mission;
- Complete itinerary;
- Ticket class;
- Fare and tax details, including fare calculation details and additional data such as flight codes;
- Fare restrictions, change or refund permissions;
- Baggage allowance;
- Carriage terms and conditions;
- Other relevant information;

The Travel Agency must establish from ENISA staff members concerned whether any part of the trip is for private purposes, prior to acceptance of every order. Under no circumstances may the private proportion of a trip be invoiced to ENISA.

2.2 Arranging accommodation for ENISA staff on business trips / External experts (consultants) attending events

If requested to do so, the Travel Agency will arrange for accommodation, within a price range communicated by ENISA, on an ad hoc basis, for staff travelling on business or experts attending events organised in the context of ENISA's work, which requires the presence of external experts. Convenience (proximity to the mission venue) should also be taken into account.

To this regard the Travel Agency shall have at its disposal a broad selection of hotels across Europe, including hotels applying special prices as granted to the European Commission servants. The above mentioned list will be communicated to the winning tenderer. In addition a list of suitable accommodation with guaranteed rates up to the threshold communicated by ENISA at EU Member States' locations that are most visited by ENISA staff shall be at the disposal of the Travel Agency. Examples of these cities include Brussels, London, Berlin, Munich, Athens, Vienna, Paris, The Hague, Vilnius etc. This list will be updated from time to time in cooperation with ENISA. All information shall be provided at the earliest time possible and in any case within six (6) working hours (*official working hours of ENISA set out in article 3.3 below*) from the time of request. In exceptional circumstances and for well justified reasons, a reply should be received by ENISA within 24 hours at most.

The ability of the Travel Agency to provide shorter response times than the ones mentioned above will be considered advantageous in the evaluation of tenders.

As a general rule, the Travel Agency will have to settle the accommodation costs directly with the hotel, unless otherwise requested by ENISA. In accordance with the applicable rules, accommodation cost shall exclude breakfast, or if breakfast is offered as part of a specific deal, its price should be separately stated.

The Travel Agency shall indicate its ability to provide a quotation for an alternative hotel of the same or superior standard at the same rate in case of non-availability of hotel accommodation on requested dates.

In addition, the Travel Agency must indicate its flexibility with regard to deadlines for last minute changes/cancellations.

Travel Agency shall also be able to book accommodation at a hotel which is suggested by ENISA, at a special price that ENISA is entitled to acquire as a participant to an event and to settle the accommodation costs directly with the hotel.

Information on booking flexibility and related costs regarding possible changes or cancellation should be communicated by Travel Agency in each quotation for accommodation.

2.3 Providing assistance in obtaining visas for ENISA staff

Where any member of ENISA staff by reason of his/her nationality requires a visa for a business trip, the Travel Agency shall endeavour and possibly mediate with the appropriate visa issuing authorities to obtain such a visa in good time before the departure date. If necessary, the Travel Agency will be able to pre-pay the visa fee, which can be invoiced to ENISA afterwards.

2.4 Web check-in

Upon request the Travel Agency shall provide to the persons on mission assistance in making the web check-in for the flight tickets or if requested the Travel Agency will make the web check-in on behalf of the person on mission. In the latter case the Travel Agency should send electronically the boarding passes to the person on mission.

2.5 Car rental

If car rental in the place of destination is required, it should be ensured through the issuing of vouchers with the most advantageous car rental company operating on the spot.

Travel Agency shall have at its disposal a broad selection of car rental companies across Europe, including car rental companies applying special prices to the European Commission servants. The current list of such companies will be communicated to the winning contractor.

2.6 Cancellations

The general cancellation policy must be clearly outlined at the technical proposal as well as the policy for the open tickets.

ENISA will not accept bookings for services which will result in 100% cancellation fees if the cancellation/change has been requested in a reasonable period before the mission.

In the case of cancellation on short notice, the best alternative option to facilitate the mission in question should be provided. In addition, the Travel Agency will endeavour to minimise any penalties incurred by ENISA. Penalties regarding any additional charges attributed to a fault of the Travel Agency will, however not be paid by ENISA. The Travel Agency has a duty to keep ENISA informed at all times on the status and changes of a mission including information on such aspects as schedules, prices, extra charges applicable etc.

Other services may additionally be provided upon request by ENISA.

3. OTHER REQUIREMENTS

3.1 Mission rules

A summary of the relevant information of the European Commission's Mission rules (see *Annex IX - Guide to missions for officials and other servants of the European Commission*), applicable to ENISA business trips (missions), are outlined below.

- The duration of a mission is calculated from the time of departure of the means of transport used to the time of its arrival on return to the place of employment.
- Travel must be organised so that the mission lasts as short a time as possible given the means of transport used and is as cost-effective as possible.
- Staff going on mission cannot be obliged, either at the place of employment or at the place of mission, to:
 - leave their place of employment or place of mission before 07.00 (station or other transport type) or before 08.00 (airport);
 - arrive at the place of mission after 21.00;
 - arrive at the place of employment after 23.00 (airport, station or other transport type);

The return journey must be commenced in principle:

- in the case of travel by air, not more than three and a half hours after the end of the meeting;
- in the case of travel by any other means of transport, not more than two hours after the end of the meeting.

3.2 Ad hoc information requests / service updates

The Travel Agency will often be asked to provide quick information to staff on flight/train/bus/boat ticket prices/itineraries. This information must be provided at the earliest time possible and in any case within (1) one working day from the date of the request.

The travel agency will be required to provide a presentation on updates / upgrades of travel services to ENISA staff dealing with staff missions as it might be needed and/or requested (maximum twice per year).

The successful tenderer may be requested to attend a small number of coordination meetings at the premises of ENISA (1 to 3 meetings at the start of services and 1 to 2 per year thereafter). These meetings will not be reimbursed by ENISA. Alternatively, meetings may be organised with the use of available technology (e.g. tele/video conference facilities), if necessary, in which case no reimbursement of fees (conference fees, equipment cost, telecommunication expenses) will occur.

3.3 Flexibility of working hours

The Travel Agency shall be in a position to provide the aforementioned services, including the delivery of tickets and vouchers to ENISA if necessary, during normal working hours (Monday to Friday 9.00 – 18.30, CET +1) except public holidays which shall be communicated by ENISA at the beginning of each year.

During working hours, the Travel Agency staff must be available by telephone, by e-mail or via voice call over internet solution of zero cost per call. The Travel Agency will provide a dedicated team to serve ENISA and also a direct telephone line and e-mail address to be used for communication with ENISA and its staff.

The Travel Agency shall guarantee enough resources to support via telephone and e-mail the volume of activities during normal working hours (Monday to Friday 9.00 – 18.30, CET +1) for each ENISA working day. Therefore, replacement of staff for any reason (sickness, holiday, training etc.) must be foreseen by the Travel Agency.

Flexibility during weekends and holidays is required. In particular the Travel Agency has to make available and warrant a hotline service for urgent queries arising outside normal working hours and stretching at least two (2) hours before office hours and three (3) hours after (a telephone number must also be provided).

The ability of the Travel Agency to provide in addition to the above mentioned an emergency hotline service on a 24/07 basis for urgent queries arising outside the normal working hours will be considered advantageous in the evaluation of tenders.

3.4 Communications of interest to ENISA

The Travel Agency will inform ENISA immediately of changes in the scheduled flights and any significant circumstances that can incur changes in the scheduled flights, e.g. planned strikes, or any new carriers operating which might be of interest of ENISA, as well as any particular discount/offers proposed by carriers.

3.5 Confidentiality of information

The Travel Agency must ensure that personal data to which they may get access during the implementation of contract are protected.

Regarding personal data, the following EU data protection regulations have to be respected:

1. 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;
2. 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;
3. 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.

3.6 Statistics

The Travel Agency will be requested to provide detailed statistics at the end of each semester (six (6) months) to reflect the work carried out for ENISA. Such statistics may include ENISA ticket purchases, accommodation and car rental vouchers, by month and by destination, visas issued by country and expenditure under the contract by month.

3.7 Travel agency staff

High level of professionalism and “client-orientation” is expected by the staff of the Travel Agency. The staff designated as contact persons with ENISA shall have a good working knowledge of English, while some knowledge of other EU languages would be appreciated. A good knowledge of the geographical areas in which ENISA is mainly operating (for example Athens, Brussels, Berlin, Munich, London) is also considered very useful. ENISA expects that dedicated staff will be made available to the ENISA account by the Travel Agency, as appropriate.

The Travel Agency shall ensure that any member of its staff dealing with ENISA travels under this framework contract has the necessary and sufficient knowledge and training to render the services at the required level.

3.8 Ordering process

Ordering process and delivery of services will be ensured through exchange of emails (request for service) between ENISA and the Travel Agency throughout the validity of the Framework Contract.

The Travel Agency must provide at least two (if available) best possible options for each request for service.

The requests for services will be sent to the Travel Agency by any staff member of ENISA (or else as will be notified in advance). In every communication the mission reference number is mandatory to be indicated.

The request for services will indicate the travelling arrangements requested as follows:

- Issuing of tickets (air/rail/sea/road);
- Booking of accommodation;
- Rent a car;
- Information on the proximity from the hotel to the mission venue;
- Web check in.

The Travel Agency shall send all offers pertaining to one request in a single email.

Upon receipt of the offers from the Travel Agency and following the approval of the Mission Order by the Authorising Officer, the selection of the travel arrangement or accommodation will be communicated to Travel Agency by any staff member of ENISA.

The e-mail for the issuing of the travel arrangement and/or accommodation is a “request for services” and is binding on both ENISA and Travel Agency.

4. FINANCIAL ARRANGEMENTS / PAYMENTS

4.1 Invoicing Process

The contractor shall issue monthly invoices for the services rendered, listed in Article 2 above, in a period of a calendar month. The monthly invoice must be accompanied by a consolidated monthly report detailing all transactions that took place in the referred month. The invoice will be considered valid only if the monthly report provides the following required information:

- a. Description of transaction / service rendered: analytical information is required, e.g. name of the person on mission, travel itinerary, dates and times of travel, name of the hotel, dates of stay, cost, fare and tax details, Travel Agency transaction fee etc.
- b. Mission Reference Number, for each transaction listed (as per point a.) which will be communicated from ENISA staff during booking arrangements (Note: this number is necessary for the identification of the relevant authorised internal order and the validation of the invoiced cost).
- c. Upon the request of ENISA the Travel Agency must be able to provide supporting documents which proves the actual cost of services rendered (tickets, accommodations, car rental, train etc.).

ENISA shall approve or reject the monthly report and proceed to the payment of the invoice within (30) thirty days from receipt of the report and the invoice.

If considered necessary, the contractor may be requested to issue separate invoices for different ENISA departments or recipients of services.

Invoices will not be accepted after (1) one year from the day of the service rendered.

Pursuant to the provisions of Articles 3 and 4 of the Protocol (no 7) on the Privileges and Immunities of the European Union¹, ENISA is exempted from all taxes and duties, including Value Added Tax (VAT).

The travel agency should demand payment directly by the member of staff going on mission for all additional costs relating to any detours or parts of the journey made for private reasons. ENISA takes no responsibility and will accept no request for payment of the cost of such travelling arrangements for private reasons. Private arrangements are not subject to the conditions of the contract.

The flexibility of the Travel Agency to invoice the services only after the provision of the services will be considered as advantageous during the evaluation of the offers. The possibility (or not) of invoicing services only after their provision must be clearly indicated in the offer.

4.2 Transparency of third party suppliers costs – random audits

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

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

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

ENISA reserves the right to deal with other travel agencies, carriers, hotel companies or other bodies for all services, as an alternative to the contract concluded with the successful Travel Agency, in particular where a cheaper price can be obtained from another supplier.

¹ The Protocol is annexed to the Treaty on the Functioning of the European Union:
<http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=CELEX:12012M/TXT:EN:NOT>
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It will be considered advantageous if Travel Agency will be in a position to provide ENISA, for consultation purposes only and free of charge, with access to its reservation system(s), which should provide information identical to that available to the operational team (for example: Amadeus etc.). Free access and the type of systems available are to be specified in the technical proposal.

5. CONTENT OF THE TECHNICAL PROPOSAL

The assessment of the technical quality will be based on the ability of the tenderer to meet the purpose of the contract as described in the terms of reference. To this end, the technical proposal shall clearly contain the following information, to allow evaluation of their offer according to the technical award criteria mentioned in *Part 3: Article 4 - Award Criteria*.

The Technical proposal should consist of a clear and comprehensive response to Part 2 (Terms of Reference) of this Tender Specification. The technical proposal should include a statement declaring that the tenderer can provide all services indicated in Articles 2 and 3 and shall cover as a minimum the following list of topics:

a) Confirmation of the tenderers ability to comply with the mandatory (minimum) requirements described in Part 2 (Terms of Reference), as follows:

- Ability to provide the services required as a minimum (booking, issuing and delivery of flight/train/ship tickets, booking of accommodation, obtaining visas, rent a car etc.);
- Detailed description of the reservation system to ensure optimal quality of reservations and automatic price searching or price checking;
- Ability to settle the hotel bills directly;
- Ability to provide emergency assistance;
- Ability to comply with the invoicing requirements as described in Section 4.1 of the tender Specification;
- All members of the contract implementation/customer support team must have a very good working knowledge of English;

b) The contract implementation proposal, describing in particular:

- How the contract implementation will be organised in order to guarantee efficiency and quality of the services to ENISA, in accordance with the requirements listed in Part 2 of the Tender Specification;
- Demonstration of the ability to proactively provide solutions to optimize travel time and improve cost efficiency (please provide at least one example);
- Demonstration of the selection of hotels across EU member states at the disposal of the tenderer and the availability of lists of preferred hotels;
- Demonstration of the ability to provide special hotel rates to ENISA.

c) Statement of the guaranteed service levels, covering in particular:

- Response times (providing quotes, issuing and delivering tickets, booking accommodation);
- Alert systems for travel disruptions and contingency plans;

- Services provided outside the normal working hours (out-of-hours), as well as during weekends and holidays;
- Reporting/statistics provided. Describe your ability to provide the requested statistics. Ability to track the relevant travel information, method of tracking and time needed.

d) Description of the contract implementation team and infrastructures, in particular providing details of:

- Team size and composition and balance of skill mix of proposed team: profiles, team roles and responsibilities of all team members, including resource back-up;
- Detailed description of equipment/facilities the tenderer would use in order to deliver each one of the services indicated in Part 2 (Terms of reference). Backup facilities that ensure the business continuity should also be described;

e) Proposal for itineraries, prices, transport and accommodation for the following mission scenarios:

Proposals with the best possible price by combining the most direct and the least expensive routes to achieve cost effectiveness (itineraries, times, prices, means of transport) for the following round trips:

1st Mission Scenario

Number of persons on mission:	1 (one)
Services required:	Transport (any mode of transport can be used) Hotel accommodation (<u>if required</u> based on the proposed itineraries)
Date(s) and time of meeting in Luxembourg:	Start date/time of the meeting: on 18 th November 2013 at 10:00 hrs. End date/time of the meeting: on 18 th November 2013 at 14:00 hrs.
Date(s) and time of meeting in Brussels:	Start date/time of the meeting: on 19 th November 2013 at 10:00 hrs. End date/time of the meeting: on 19 th November 2013 at 12:00 hrs.
Date(s) and time of meeting in Paris:	Start date/time of the official dinner: on 19 th November 2013 at 20:00 hrs. End date/time of the official dinner: on 19 th November 2013 at 22:00 hrs.
Venue of meeting(s): (physical address)	<p><i>1st venue:</i> Translation Centre for the Bodies of the European Union Bâtiment Nouvel hémicycle, 1 rue du Fort Thüngen L-1499 Luxembourg -----</p> <p><i>2nd venue:</i> European Commission Berlaymont rue de la Loi, 200 1040 - Bruxelles -----</p>

	3 rd venue: Ministry of Interior of France, 27 cours de Petites Ecuries, 77185 Lognes – France
Departure location:	Heraklion, Crete Greece
Destination location:	Luxembourg, Luxembourg Brussels, Belgium Paris, France
Additional:	Hotel ceiling price: Luxembourg - 145 Euros/night Belgium - 140 Euros/night France - 150 Euros/night Greece -140 Euros/night or *200 Euros/night for Athens airport hotels only Outbound and inbound travel – Should be in accordance with article 3.1 “Mission rules”

2nd Mission Scenario

Number of persons on mission:	1 (one)
Services required:	Transport (any mode of transport can be used) Hotel accommodation (<u>if required</u> based on the proposed itineraries)
Date(s) and time of meeting in Munich:	Start date/time of the meeting: on 4 th November 2013 at 10:00 hrs. End date/time of the meeting: on 4 th November 2013 at 12:00 hrs.
Date(s) and time of meeting in Erlangen - Nürnberg:	Start date/time of the official dinner: on 4 th November 2013 at 20:00 hrs. End date/time of the official dinner: on 4 th November 2013 at 22:00 hrs.
Date(s) and time of meeting in Munich:	Start date/time of the meeting: on 5 th November 2013 at 14:00 hrs. End date/time of the meeting: on 5 th November 2013 at 17:00 hrs.
Venue of meeting(s): (physical address)	Technical University of Munich Walther-Meißner-Straße 3, 85748 Garching, Germany (for both meetings in Munich) Friedrich-Alexander-Universität Erlangen-Nürnberg (FAU) Schlossplatz, 91054 Erlangen, Germany
Departure location:	Athens, Greece
Destination locations:	Munich, Germany Erlangen - Nürnberg, Germany

Additional:	Hotel ceiling price Germany - 115 Euros/night Outbound and inbound travel – Should be in accordance with article 3.1 “Mission rules”
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****For each scenario above, a second best scenario should also be proposed.**

Please note that:

- The proposals will serve the purpose of evaluating the methodology used by the tenderer to approach the delivery of services requested.
- Prices indicated in this section will **not** be taken into consideration in the financial evaluation of the offer (see *Part 3: Article 4.2*) and will not bind the contractor for future quotations.
- The technical proposal must be accompanied by the appropriate documentation and explanations where necessary.
- In case that accommodation is necessary, it should be included in the scenario proposed.

Tenderers should feel free to include in the technical proposal any elements of *Part 2 – Terms of Reference*, in which they feel remarks, comments or suggestions are necessary.

The Tenderers should also answer to the indicative questions below:

1	Describe the level of support that will be required from ENISA to ensure a successful implementation of the contract.
2	Describe your ‘escalation process’ when your organization receives a complaint.
3	How do you measure your current performance/productivity standards? Indicate the criteria used to benchmark travel agency performance.
4	What is your policy regarding credit card merchant fees?
5	How can you ensure that traveller information will always remain confidential at the corporate level?

6. CONTENT OF THE FINANCIAL PROPOSAL

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

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

You are required to provide your service costs per transaction for a variety of services usually requested by ENISA. These transaction costs are weighted based on the actual frequency of request of these services in line with past years’ statistics and added together in order to arrive at a final bid price. This price is then applied to the formula used for determining the ‘Price Ratio’ at the Evaluation stage. (Please see Part 3: Article 4.2)

Notes for the Financial Proposal

- The prices (transaction fees) must be inclusive of all costs directly or indirectly related to the performance of the contract, which may be borne by the tenderer (e.g. cost of administration, contract management costs, etc.).
- The prices must be quoted in Euro (EUR). The prices quoted must be fixed. They may be revised according to the provisions of the contract (see Draft Framework Contract, in Annex V).
- Prices quoted in the financial proposal 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.
- ENISA, in conformity with the Protocol on the Privileges and Immunities of the European Community is exempt from all taxes and duties including value added tax (VAT).

Please note The financial proposal shall be completely clear. Your tender may be ruled ineligible, if it contains any statements preventing an accurate and complete comparison of the tenders (such as “*To be discussed*”, “*Conditional to*”, “*Depending on X*” etc.)

7. ESTIMATED CONTRACT VALUE

The annual contract value without this being binding for ENISA is estimated² to be three hundred and fifty thousand (350 000) Euros annually and in any case strictly limited to a value of one million four hundred thousand (1,400 000) Euros over a maximum possible period of 4 years.

8. PRICE

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

9. PRICE REVISION

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

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

This revision shall be determined by the trend in the Consumer Price Index (CPI) covering Greece, where the services are to be performed.

Revision shall be calculated in accordance with the following formula:

² Please note that depending on budget availability and the needs of the contracting authority, the maximum amounts stated above can be increased by up to 50% in accordance with Articles 134(1)(e) and (f) of the Rules of Application of the Financial Regulation

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

where

Ar = revised total amount;

Ao= total amount in the original tender;

Io = index for the month in which the validity of the tender expires;

Ir = index for the month corresponding to the date of receipt of the letter requesting a revision of prices.

10. 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.

11. 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.

12. PROTOCOL ON THE PRIVILEGES AND IMMUNITIES OF THE EUROPEAN UNION

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

13. PAYMENT ARRANGEMENTS

The contractor shall submit an invoice for payment of the balance. The contacting authority shall make the payment within 30 days from receipt of the invoice providing that it complies with the requirements as stipulated in Article 4.

14. CONTRACTUAL DETAILS

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

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

The tender will conclude, valid as of the date of signature, with a one-year Framework Service contract, tacitly renewable on a yearly basis for a maximum of four years. The services to be provided will be ordered on each occasion **via written order** sent to the contractor either by email or by fax. The 'order form' will be in the form of an email confirmation.

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

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

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

PART 3 ADMINISTRATIVE DETAILS

1. FORMAL REQUIREMENTS

1.1 Address and deadline for submission of the Tender:

You are invited to tender for this project and requested to submit (despatch) your tender no later than **03rd September 2013** either by:

a) **Registered post or express courier**. 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 **03rd September 2013** at the latest to the address shown below (please, be informed that only delivery during working hours 09:00-17:00 hrs. is accepted). In the case of hand-delivery, in order to establish proof of the date of deposit, the depositor will receive from an official at the below-mentioned address, a receipt which will be signed by both parties, dated and time stamped.

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

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

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

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

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

1.2 Presentation of the Offer and Packaging

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

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

<p>OPEN CALL FOR TENDER NO. ENISA F-ADM-13-T18</p> <p>“Travel Agency Services”</p> <p>NOT TO BE OPENED BY THE MESSENGER/COURIER SERVICE</p> <p>NOT TO BE OPENED BY THE OPENING COMMITTEE BEFORE 17th SEPT 2013</p> <p>TENDERED BY: <YOUR COMPANY NAME></p>

The **inner envelope** should be addressed as follows:

<p>OPEN CALL FOR TENDER NO. ENISA F-ADM-13-T18</p> <p>“Travel Agency Services”</p> <p>NOT TO BE OPENED BY THE OPENING COMMITTEE BEFORE 17th SEPT 2013</p> <p>TENDERED BY: <YOUR COMPANY NAME></p>
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1.3 Identification of the Tenderer

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

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

a) For private entities:

1. 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.

2. 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.

3. 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.

4. 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.

5. 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.

6. If the above documents do not show the VAT number, a copy of the VAT registration document, where applicable.

b) For Individuals:

7. A legible copy of their identity card or passport.

8. 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.

9. If the above documents do not show the VAT number, a copy of the VAT registration document, where applicable.

c) For Public Entities:

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

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

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

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

Full name of organisation/company, copy of legal status, registration number, address, person to contact, person authorised to sign on behalf of the organisation (copy of the official mandate must be produced), telephone number, facsimile number, VAT number, banking details: bank name,

account name and number, branch address, sort code, IBAN and SWIFT address of bank: a bank identification form must be filled in and signed by an authorised representative of each Tenderer and their bank (or by producing a recent bank statement which clearly shows the IBAN number).

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

1.4 Participation of Consortia or group of service providers

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

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

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

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

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

1.5 Subcontracting

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

Offers involving subcontracting will be assessed as follows:

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

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

The sub-contractor must not sub-contract further.

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

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

1.4 Signatures of the Tender

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

1.5 Total 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 public opening of received tenders will take place on **17th September 2013 at 10:00am** at ENISA Building, Science and Technology Park of Crete, GR - 70013 Heraklion, Greece.

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

2. GROUNDS FOR EXCLUSION OF TENDERERS

2.1 Reasons for Exclusion

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

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

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

2.2 Other reasons for not awarding the Contract

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

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

See last paragraph point 2.1.

2.3 Confidentiality and Public Access to Documents

In the general implementation of its activities and for the processing of tendering procedures in particular, ENISA observes the following 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 the country of establishment.

It is expected that the tenderer is a registered (IATA) travel agent with access to normally obligatory restricted airline and train booking systems such as for example the computer reservations systems (CRS) AMADEUS, SABRE, GALILEO or AMTRAK to be able to access online available accessible travel routes, date ranges, fare classes, fare amounts, fare discounts, one way/ return fares, etc.

3.2 Financial and Economic Capacity

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

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

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

- (b) A statement of the average turnover of the last two (2) financial years for which accounts have been closed. The minimum annual average turnover of the tenderer shall be of 350,000.00 EUR. In case of a consortium, the annual average turnover for each of the partners shall be presented. The sum of the annual average turnovers of each partner will be taken into account to reach the annual average turnover of 350,000.00 EUR.

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

3.3 Technical and professional capacity

The proof provided of the relevant background and technical capacity of the Tenderer shall cover the following aspects:

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

4. AWARD CRITERIA

4.1 Quality of the Offer

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

No	Qualitative award criteria		Weighting (max. points)
1.	Quality of the contract implementation proposal, assessed on the base of:	<p>How the contract implementation will be organised in order to guarantee efficiency and quality of the services to ENISA, in accordance with the requirements listed in Part 2 of the Tender Specification?</p> <p>Ability to proactively provide solutions to optimize travel time and improve cost efficiency (please provide at least one example).</p> <p>Broad selection of hotels across EU member states and availability of lists of preferred hotels.</p>	30
2.	Compliance with the requested services, Service levels	<p>Response times (providing quotes, issuing and delivering tickets, booking accommodation)</p> <p>Alert systems for travel disruptions and contingency plans</p> <p>Services provided outside the normal working hours (out-of-hours), as well as during weekends and holidays</p> <p>Reporting/statistics provided. Describe your ability to provide the requested statistics. Ability to track the relevant travel information, method of tracking and time needed</p>	30
3.	Contract implementation team and infrastructure	<p>Team size and composition and balance of skill mix of proposed team: profiles, team roles and responsibilities of all team members, including resource back-up</p> <p>Detailed description of equipment/facilities the tenderer would use in order to deliver each one of the services indicated in Part 2. Backup facilities that ensure the business continuity should also be described</p>	40
4.	Quality and appropriateness of the proposal for selected itineraries and related accommodation	<p>Appropriateness and quality of the proposed itineraries in relation to proposed mode of transportation, price, trip duration, airport waiting time, feasibility.</p> <p>Appropriateness of the proposed accommodation in relation to price, hotel category and proximity to meeting venue</p>	
Total Qualitative Points (QP)			100

Minimum attainment per criterion

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

Minimum attainment overall

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

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

4.2 Price of the Offer

Tenderers must provide prices (in Euro) in **each blank box** as shown in Annex IV – Financial Offer form – failure to provide a price in each box may lead to exclusion of your offer.

The weighted price points 'P_P' will be calculated as being

$$P_P = [(P_{CS} / P_{ST}) \times 70] + [(P_{CH} / P_{HT}) \times 30]$$

where:

P_{ST} = Total weighted price - transaction fees - your offer

P_{CS} = Cheapest Total weighted price received - transaction fees (of all candidates)

P_{HT} = Total hotels price – your offer

P_{CH} = Cheapest total hotels price received (of all candidates)

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 (50%) and the price (50%)**. The following formula will be used:

$$TWP = (QP \times 0.5) + (PP \times 0.5)$$

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.4 of the Special Conditions and article II.15 of the General Conditions (see Annex V)

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

7. VALIDITY

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

8. LOTS

This Tender is not divided into Lots.

9. ADDITIONAL PROVISIONS

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

10. NO OBLIGATION TO AWARD THE CONTRACT

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

11. DRAFT CONTRACT

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

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

12. HOW TENDERS WILL BE EVALUATED

12.1 Public opening session

Tenders are opened by an opening committee, whose members are appointed by ENISA on a personal basis under guarantee of impartiality and confidentiality.

12.2 Formal opening requirements

The main aim of the opening session is to check whether the tenders received are compliant with the following formal requirements:

1. The tender was not dispatched later than the dispatch deadline indicated in Part 3, Article 1.1
2. The envelopes containing the tender are sealed as specified in Part 3, Article 1.2
3. The tender contains all the requested information and documentation
4. The technical and financial offer are signed
5. The tender is submitted in the number of copies required in Part 3, Article 1.2

If tenders are not compliant with requirements no 1 and 2, they will be rejected.

12.3 Modalities to attend the public opening session

The opening of received tenders will take place on **17th September 2013 at 10:00am** at ENISA Building, Science and Technology Park of Crete, GR - 70013 Heraklion, Greece.

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

12.4 Tender evaluation session

Tenders complying with the formal opening requirements checked during the opening session are evaluated by an evaluation committee, whose members are appointed by ENISA on personal basis under guarantee of impartiality and confidentiality.

The evaluation committee checks the eligibility of the tenderer to participate in the procurement procedure as defined in Part 3, Article 2

The evaluation committee then checks the capacity of the tenderer to perform the contract against the selection criteria as defined in Part 3, Article 3

The evaluation committee checks if all minimum requirements listed in Part 2 are met.

The evaluation committee evaluates the technical and the financial offer against the award criteria and identifies the offer presenting the best value for money as explained in Part 3, Article 4

Please Note: The evaluation procedure is confidential. The deliberations of the evaluation committee are held in closed session and its recommendations are collective. The members of the evaluation committee are bound to confidentiality.

13. SPECIFIC INFORMATION

13.1 Timetable

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

Title: **“Travel Agency Services”**

ENISA F-ADM-13-T18

Summary timetable comments

Launch of tender - Contract notice to the Official Journal of the European Union (OJEU)	11 July 2013	Date sent to the OJEU
Deadline for request of information from ENISA	30 August 2013	
Last date on which clarifications are issued by ENISA	01 September 2013	
Deadline for submission of offers	03 September 2013	in case of hand-delivery (17:00 local time. This deadline is fixed for the receipt of the tender in ENISA's premises)
Opening of offers	17 September 2013	At 10:00 Greek time
Date for evaluation of offers	17 September 2013	At 11:00 Greek time
Notification of award to the selected candidate + 10 day standstill period commences	late Sept 2013	Estimated
Contract signature	Start Oct 2013	Estimated
Commencement date of activities	As per tender	Estimated
Completion date of activities	As per tender	Estimated

Please Note: The information concerning requests for clarifications and/or amendments of the Tender Specifications will be made available electronically on the ENISA web site (<http://www.enisa.europa.eu/procurement>) no later than 4 days before the deadline for dispatching tenders.

The ENISA web site will be updated regularly. It is the tenderer's responsibility to check for updates and modifications during the tendering period.

Clarifications and/or amendments will be regarded as an integral part of the Tender Specifications.

ANNEX I

Legal Entity Form

The specific form for;

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

is available for download in each of the 22 official languages at the following address:

http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

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

ANNEX II







FINANCIAL IDENTIFICATION FORM

- SPECIMEN FOR THE TENDERER -

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

The Tenderer's attention is drawn to the fact that this document is a sample only, and a specific form in each of the 22 official languages is available for download at the following address:

http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm

	
FINANCIAL IDENTIFICATION	
PRIVACY STATEMENT	http://ec.europa.eu/budget/contracts_grants/info_contracts/privacy_statement_en.pdf
ACCOUNT NAME	
ACCOUNT NAME 	<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"/>
 <i>The name or title under which the account has been opened and not the name of the account holder</i>	
CONTACT	<input type="text"/>
TELEPHONE	<input type="text"/>
FAX	<input type="text"/>
E-MAIL	<input type="text"/>
BANK	
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 	<input type="text"/>
 <i>If the IBAN Code (International Bank Account Number) is applied in the country where your bank is situated</i>	
REMARKS:	<input type="text"/>
BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE (Bank obligation) 	DATE + SIGNATURE OF ACCOUNT HOLDER (Obligation)

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

ANNEX III

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

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

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

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

or

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

Full official name:

Official legal form:

Full official address:

VAT registration number:

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

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

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

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

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

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

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

➤ (*Only for legal persons other than Member States and local authorities, otherwise delete*) declares that the natural persons with power of representation, decision-making or control³ over the above-mentioned legal entity are not in the situations referred to in b) and e) above;

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

³ This covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares.

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

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

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

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

➤ acknowledges that *[the above-mentioned legal person][he][she]* may be subject to administrative and financial penalties⁴ if any of the declarations or information provided prove to be false.

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

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

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

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

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

.....
Full name

.....
Signature

.....
Date

⁴ As provided for in Article 109 of the Financial Regulation (EU, Euratom) 966/2012 and Article 145 of the Rules of Application of the Financial Regulation

ANNEX IV
FINANCIAL OFFER:
Travel Agency services: F-ADM-13-T18

(Page 1 of 2)

Part 1: Transaction Fees

The fees charged by the tenderer for the services listed must be expressed as a **fixed figure in Euro**. *The cost should be given to two decimal places i.e. € 20.50*

No	Transaction type	Unit price in Euro (a)	Weighting Coefficient (b)	Average Weighted price (a x b)/100
1	Issuing ticket for maximum 6 segments in Europe for return journey <i>(including initial planning of itinerary)</i>		30	
2	Issuing ticket for maximum 6 segments outside Europe for return journey. <i>(including initial planning of itinerary)</i>		3	
3	Issuing ticket for 7 or more segments in Europe for return journey <i>(including initial planning of itinerary)</i>		5	
4	Issuing ticket for 7 or more segments outside Europe for return journey. <i>(including initial planning of itinerary)</i>		3	
5	Itinerary request for Mission planning purposes		4	
6	Changing a ticket which has already been issued		3	
7	Cancelling a ticket which has already been issued		3	
8	Making a hotel reservation in connection with a transport reservation		30	
9	Making a hotel reservation only		4	
10	Changing a hotel reservation		3	
11	Cancelling a hotel reservation		3	
12	Issuing train, bus or ferry ticket		1	
13	Changing train, bus or ferry ticket		1	
14	Cancelling train, bus or ferry ticket		1	
15	Making a reservation for a hire car		1	
16	Changing a reservation for a hire car		1	
17	Cancelling a reservation for a hire car		1	
18	Providing assistance in obtaining visas		1	
19	Web check-in		1	
20	Providing statistics		1	
		TOTAL	100	P _{ST}

**** It is preferred that you electronically complete this form (only fill in the white blank boxes)**

For the purpose of assessing the financial value of the tender, the total cost of the transaction fees will be calculated according to the following method:

Establishment of the average unit cost of a transaction by applying a weighting coefficient to each transaction (this coefficient is indicated in the transaction fees table above)

Financial Offer form continues on next page.....

ANNEX IV - FINANCIAL OFFER form: (continued - page 2 of 2)

Part 2: Hotel accommodation

Please provide real market pricing for the specific dates mentioned.

Accommodation for one single room rate WITHOUT breakfast					
CITY	Name of hotel	Tuesday 19th Nov 2013	Wednesday 20th Nov 2013	Other local taxes (if any)	TOTAL including all taxes (in Euro)
		Your price (inc VAT)	Your price (inc VAT)		
Amsterdam	Park Plaza Vondelpark	€	€	€	€
Athens	Divani Caravel	€	€	€	€
Berlin	InterCityHotel Berlin Ostbahnhof	€	€	€	€
Brussels	NH Brussels City Centre	€	€	€	€
Budapest	Novotel Budapest Congress	€	€	€	€
Dublin	Jurys Inn Custom House	€	€	€	€
Helsinki	Sokos Hotel Albert, Helsinki	€	€	€	€
Lisbon	Tivoli Oriente	€	€	€	€
London	Mercure London Kensington	€	€	€	€
Luxembourg	Park Inn by Radisson Luxembourg City	€	€	€	€
Madrid	Holiday Inn Madrid	€	€	€	€
Prague	Grand Hotel Bohemia	€	€	€	€
Rome	Sheraton Golf Parco de' Medici Hotel	€	€	€	€
Stockholm	Park Inn by Radisson Stockholm, Hamma	€	€	€	€
Vienna	Suite Novotel Wien Messe	€	€	€	€
Vilnius	Crowne Plaza Hotel Vilnius	€	€	€	€
<i>DO NOT COMPLETE BELOW THIS LINE - FOR ENISA USE ONLY</i>					
TOTALS					P _{HT}

**** It is preferred that you electronically complete this form**

I the tenderer declare that all four pages comprising this Financial Offer form have been completed without leaving any box blank.

Print name:
(of the Tenderer or authorised representative)

Signature:

Date:

ANNEX V

Model Framework Service Contract template

(See attached file)

ANNEX VI

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 nd LEGAL REPRESENTATIVE (if applicable)	
<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
Leader of the Consortium <i>(person authorised to conclude contract)</i>		
Partner 1*		
Partner 2*		

* 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.

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

ANNEX VIII Sub-contractors form

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

* 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.

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

ANNEX IX

Guide to Missions of the officials and other servants of the European Commission

ANNEX X Document CHECKLIST

WHAT MUST BE INCLUDED IN THE TENDER SUBMISSION:

PLEASE TICK EACH BOX AND **RETURN THIS CHECKLIST**

TOGETHER WITH YOUR OFFER

- 1 **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**⁵ (*Annex I*) *signed and dated*
- 6 **Financial Identification Form**⁶ (*Annex II*) *signed and dated*
- 7 **Declaration on Honour on exclusion criteria** (*Annex III*) *signed and dated*
- 8 **Financial Offer** (*Annex IV*) *signed and dated*
- 9 **Declaration by Authorised Representative** (*Annex VI*) *signed and dated*
- 10 **Consortium form** (*Annex VII*) *signed and dated - if applicable*
- 11 **Sub-Contractors form** (*Annex VIII*) *signed and dated - 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.***

Print name:

Signature:

Date:

(of the Tenderer or authorised representative)

⁵ If you have provided a Legal Entity form to ENISA within the previous 12 months maximum and no details have changed in the meantime, then you may provide a photocopy of this previous form.

⁶ If you have provided a Financial Identification form to ENISA within the previous 12 months maximum and no details have changed in the meantime, then you may provide a photocopy of this previous form.