



EUROPEAN DATA PROTECTION SUPERVISOR

CALL FOR TENDER No. EDPS/2017/S/01

Media workshops for the European Data Protection Supervisor

TENDER SPECIFICATIONS

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Title of contract

Media workshops for the European Data Protection Supervisor

1. Purpose and context of the contract

1.1 The European Data Protection Supervisor

The European Data Protection Supervisor (hereafter EDPS) is an independent supervisory authority of approximately 65 staff members devoted to protecting personal data and privacy and promoting good practice in the EU institutions and bodies. He does so by:

- monitoring the EU administration's processing of personal data;
- advising on policies and legislation that affect privacy; and
- cooperating with similar authorities to ensure consistent data protection.

1.2 Rationale of the service

The aim of the service is to organise a series of media and public speaking trainings for EDPS senior management and staff to be able to explain their work to the public. The trainings should enhance the quality of EDPS' staff public speaking, moderating of panels, interventions in panels or other public speaking engagements as well as improve the media friendliness of EDPS verbal communications.

2. Subject of contract

The EDPS intends to conclude a service contract for media workshops for a duration of 24 months from the date of its entry into force. The contract could be renewed automatically up to two times, for a maximum period of 12 months each, in other words, a maximum total duration of 48 months including the two extensions.

2.1 Specific objective and tasks of the assignment

The EDPS seeks a media workshops provider to organise a series of media and public speaking trainings for EDPS senior management and staff to be able to explain their work to the public.

The aim of the media workshops is to:

- Enhance the quality of public speaking
- Enhance the quality of moderating the panels that we host
- Enhance the quality of our interventions in panels or other public speaking engagements we are invited to
- Enhance the media friendliness of EDPS verbal communications

2.1.1 Workshop details

Content: The training will be interactive in nature and constitute a mixture of theory and practical workshops and be based on realistic scenarios.

Length: The sessions will last from half a day up to two working days or '30 minutes Skype refreshers'.

Venue: Sessions will take place in Brussels.

Language: The sessions will be held in English only.

Size of the group: either dedicated sessions for 1-2 persons or sessions for a small group (max 10 participants), depending on the needs.

Profile of participants: Senior management or other EDPS staff as outlined under target groups.

2.2.2 Workshop Format

The training should be dynamic and interactive in nature. Delegates will undergo TV and radio interviews followed by playback and feedback based on real scenarios as appropriate.

2.2.3 Necessary Equipment

A video camera and a digital recorder, including the necessary equipment to play the interviews back must be provided by the training company.

2.2.4 Course material/handouts

Supplying the course materials/hand-outs at the training location is the contractor's responsibility and is included in the price of the training day.

The contractor will be responsible for producing and printing sufficient quantities of the course materials/hand-outs for each training participant to have their own copy, and for distributing them to the participants.

The above documents and material must be provided in in electronic format to the Contracting Authority, and in paper format to each participant. The contractor undertakes to print all documents in colour if the Contracting Authority so requests. Colour printing is included in the price.

2.2 Expected output

The desired outcome of the workshops should be:

- a) more confidence when speaking to the TV camera/microphone;
- b) competent handling of difficult questions;
- c) capacity to create good soundbites;
- d) awareness of the importance of coordinated key messages;
- e) capacity to handle PR crises;
- f) improved capacity to moderate and engage audience and panel members
- g) improved capacity to intervene in panel discussions

2.3 General Aspects

2.3.1 Target Groups

- a) To EDPS senior management with the aim of helping them give effective interviews to various types of media outlets (TV, radio, print media, wire agencies) and interventions at other public engagements
- b) Other EDPS staff, with the aim of helping them give effective interviews, public interventions and improved moderating skills.

2.3.2 Communication and Business Continuity

The provider will work closely with the Training Coordinator who will brief the provider of EDPS needs and requirements.

The exact dates of the workshops will be communicated to the contractor a minimum of one month in advance. The date will depend on the current needs of EDPS staff to undergo targeted media training.

The Contractor must ensure a consistently high level of quality of the services provided in terms of compliance with best professional practices and standards, quality of the workshops and of the materials/equipment, as well as flexibility and responsiveness, particularly in urgent cases.

2.4 Work Process

The specific tasks to be performed will be subject to a written request for services from the Training Coordinator of the EDPS via email (EDPS-training@edps.europa.eu). Unless otherwise specified in the request for services, the contractor will have 10 working days within which to submit a price offer on the basis of the financial offer attached to the service contract. The contractor must be aware that circumstances may sometimes arise where an estimate has to be submitted more rapidly.

Once the price offer is approved by the Training Coordinator, a purchase order will be drawn up and signed by the contracting authority (see annex 7).

3. Volume of the contract

The total estimated budget **cannot exceed 60,000 Euros** (sixty thousand Euros) for an initial period of 24 months and a maximum total duration of 48 months, covering all tasks executed and including all costs.

The estimated total number of sessions of service provision to be requested over 2 years is set out below:

- Half-day sessions for senior management: 4
- One day sessions for senior management: 2
- Half-day sessions for staff: 4
- One-day sessions for staff: 2
- 30-minute refresher Skype sessions for selected EDPS staff: 20

The above list is indicative.

4. Technical Tender

Tenderers should include in their bid a technical tender including the below documents. These 3 documents will be used as the basis for comparison of the tenders:

1) A piece of writing showing that the applicant understands the nature and context of the services requested and shows understanding and particular consideration of the field/subject matter. (approximately 2 000 words).

2) Experience of contractor as detailed in a company CV, also indicating some past/current clients. The contractor shall provide evidence of providing media/communication trainings to senior managers. Previous experience working with an EU institution or body will be an asset.

3) A document proposing a 1 day training programme for a small group of staff comprising sessions for (i) moderating a panel discussion (ii) delivering a presentation (iii) delivering a speech (iv) being interviewed by TV journalist Additional links to audio-visual outputs or booklets as well as previous manuals should be provided if available.

The technical tender should not include any of the documents referred to under the exclusion or selection criteria, nor should it refer to issues already covered by the exclusion and selection criteria.

The Technical tender must be filled in using the attached form in Annex 2, which must be duly signed and dated.

5. Financial Offer

- The tenderer recognises that the EDPS is, pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union annexed to the Treaty of 8 April 1965 establishing a Single Council and a Single Commission of the European Communities, exempt from all taxes and duties, including value added tax (VAT); such charges may not therefore be included in the calculation of the price quoted for the provision of services. The tender price must exclude VAT, with amounts expressed in euros and eurocents.
- It is formally understood that the tenderer has included in his prices all expenses, whether direct or indirect, related to the preparation and delivery of media services that, even if not explicitly mentioned, are essential in order to comply with the technical specifications and with all legal obligations. In submitting a tender, the tenderer acknowledges that he is aware of the work site and environment, the working conditions and any related risks and restrictions.
- Prices are binding for all services (e.g. transport costs) carried out and are not subject to revision during the duration of the contract.
- Costs incurred in preparing and submitting tenders shall be borne by the tenderers and cannot be reimbursed.
- The Financial Offer must be quoted using the attached form in Annex 3, which must be duly signed and dated.

The tender must quote a price for each of the services requested:

- Half day session
- One day session
- 30-minute-refresher session via Skype

6. Liquidated damages

In cases where a learning event has been ordered in an order form or specific contract, but the event does not take place at the time agreed, liquidated damages shall be paid in accordance with the terms of 6.1 or 6.2 below. Cases where an ordered service was delivered, but was not found to be of satisfactory quality, are addressed by 6.3 below.

6.1 Cancellation of a service by the Contracting Authority

To compensate the contractor for any losses caused by the need to reallocate its experts to other tasks, the following liquidated damages are laid down. These liquidated damages will be included in the invoice for the relevant order form. The Contracting Authority may dispute liquidated damages if it considers that this clause has been incorrectly or disproportionately applied.

No liquidated damages will be owed for any cancellation made more than 30 calendar days before the service is due to begin.

Where the Contracting Authority cancels a service between 30 and 16 calendar days before it is due to begin, it will be required, as of right, to pay the contractor 25 % of the amount due for the cancelled service.

Where the Contracting Authority cancels a service between 15 and 6 calendar days before it is due to begin, it will be required, as of right, to pay the contractor 50 % of the amount due for the cancelled service.

Where the Contracting Authority cancels a service less than 6 calendar days before it is due to begin, it will be required, as of right, to pay the contractor 80 % of the amount due for the cancelled service.

Where the Contracting Authority cancels a services less than 24 hours in advance, it will be required, as of right, to pay the contractor 100 % of the amount due for the cancelled service.

6.2 Cancellation of a service by the contractor

Cancellation of a planned service entails administrative costs for the Contracting Authority as a result of the following issues: the need to re-order the service, re-registering participants, and participants' time lost. To compensate for these costs, provision is made for liquidated damages, which will be included in the invoice for the relevant order form, or in a credit note if necessary. The contractor may dispute the liquidated damages, if it considers that this clause has been applied incorrectly or disproportionately.

Same liquidated damages will apply as stated in 6.1 above where the contractor cancels a service. The table below gives a summary of the liquidated damages to be paid:

Cancellation of a service with notice of:	Liquidated damages to be paid by the Contractor
16 - 30 days	25 % of the cost of the services cancelled
6 - 15 days	50 % of the cost of the services cancelled
1 - 5 days	80 % of the cost of the services cancelled
< 24 hours	100 % of the cost of the services cancelled

The percentages indicated in section 6.1 and 6.2 may be waived in case a written agreement has been reached by the two parties to post-pone and or cancel the services.

6.3 Failure to meet the objectives or quality requirements of the service provided

If the contractor fails to meet the objectives or quality requirements of the services, following a written warning from the Contracting Authority, the Contracting Authority reserves the right to cancel any future services that have already been ordered, without paying any liquidated damages of any kind. In this case, the periods for cancellation of services by the Contracting

Authority mentioned above will not apply. The Contracting Authority will apply Articles II.15.1 and II.15.2 of the contract.

7. Terms of payment

Payments shall be made upon delivery of the media trainings requested, within 30 calendar days upon receipt by the EDPS of an invoice and after approval of the Training Coordinator of the trainings delivered by the Contractor.

8. Contractual terms

The Contract consists of a service contract and annexed General Conditions. In the event of conflicting interpretations, the service contract shall take precedence over the General Conditions.

9. Exclusion criteria

9.1. Exclusion from participation in the negotiated procedure

Tenderers must provide a declaration on their honour, duly signed and dated, stating that they are not in any of the situations described hereafter.

Tenderers will be disqualified from taking part in the negotiated procedure if they:

- a) are bankrupt or being wound up, are having their affairs being 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;
- b) have been convicted of an offence concerning their professional conduct by a judgment which has the force of *res judicata*;
- c) have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- d) 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;
- e) have been the subject of a judgment 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) are currently subject to an administrative penalty imposed by the contracting authority as a consequence of having been declared guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in a procurement procedure or as a consequence of having been declared to be in serious breach of their obligations under contracts covered by the Communities' budget.

9.2. Exclusion from award of the contract

Tenderers must provide a declaration on **their honour, duly signed and dated**, stating that they are not in any of the situations described hereafter.

A contract shall not be awarded to tenderers who, during the negotiated procedure for this contract:

- 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 negotiated procedure or fail to supply this information;
- c) find themselves in one of the situations of exclusion from participation in the negotiated procedure.

9.3. Declaration that there are no conflicts of interest

Tenderers should declare that they:

- a) do not have any 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 affinities, family or emotional ties, or any other relevant connection or shared interest;
- b) will inform the contracting authority, without delay, of any situation constituting a conflict of interest or which could give rise to a conflict of interest;
- c) have not made and will not make any offer of any type whatsoever from which an advantage can be derived under the contract;
- d) have not granted and will not grant, have not sought and will not seek, have not attempted and will not attempt to obtain, and have not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to the award of the contract.

The EDPS reserves the right to check the above information.

Evidence: **A single declaration of honour and absence of conflict of interest is sufficient.**

The model of declaration of honour is attached as Annex 1.

10. Selection criteria

Tenderers must have the technical, professional, economic and financial capacity to perform the contract.

10.1. Legal and regulatory capacity

To verify their status and legal capacity, the tenderers shall fill in and sign the documents to be submitted with the offer:

- Annex 4 "Legal Entity" accompanied by supporting documents (for example, the Belgian certificate of registration) to identify the company and a copy of the VAT registration if the VAT number is not on the copy of the document.

10.2. Economic and financial capacity

By submitting an offer, the tenderer certifies that it has the economic capacity to carry out the work.

However the EDPS reserves the right to ask for evidence of economic and financial capacity. If requested, proof of economic and financial capacity may be furnished by one of the following documents:

- Appropriate statements from banks or evidence of insurance;
- Presentation of the audited annual accounts, if any, of the two previous fiscal years, where publication of balance sheets is required under the company law of the country in which the economic operator is established;
- Statement of overall turnover and turnover in respect of the services to which the contract relates for the previous three financial years.

If for some exceptional reason which the contracting authority considers justified, the tenderer is not able to provide the references requested, it may prove his economic and financial capacity by any means which the contracting authority considers appropriate.

An economic operator may, where appropriate, rely on the capacities of other entities, regardless of the legal relationship between itself and these entities. In this case, he must prove to the contracting authority that it will have the means necessary to perform the contract.

10.3. Technical and professional capacity

Tenderers must convincingly demonstrate that they have the ability to undertake the tasks requested by providing the following:

- Professional experience: proof of technical and professional capacity over the last 3 years (2014, 2015, 2016) in similar services according to the requirements in Tender specifications. Art. 3.
- Necessary human resources to perform the contract in line with best professional practice according to the requirements in Tender specifications. Art. 3.
- European and/or international experience would offer added value to your bid.

10.4. Consequences of the lack of documentary evidence

The total or partial absence of documents proving the status of the tenderer, its legal, technical, professional, economic and financial capacity required by the contracting authority, may lead to exclusion of the tenderer.

All consortium members or grouping will individually provide these documents.

11. Award criteria

The contract is awarded to the tender with the best price-quality ratio, taking into account criteria justified by the subject of the contract.

The quality and price evaluation will only take place when the tender has been judged to comply with the administrative requirements.

11.1 Qualitative evaluation of the tender

The quality value of the technical tender shall be evaluated on the basis of 100 points (maximum).

Tenderers who do not achieve the minimum 60 points out of 100 shall be rejected and therefore shall not be taken into consideration for the subsequent financial evaluation.

The evaluation will be carried out according to the criteria below, which the tenderer shall describe in the tender.

AWARD CRITERIA	Maximum number of points
1. Demonstration of Understanding of EDPS needs A piece of writing showing that the applicant understands the nature and context of the services requested and shows understanding and particular consideration of the field/subject matter. (approximately 2 000 words).	35 points
2. Experience of contractor as detailed in a company CV, also indicating some past/current clients. The contractor shall provide evidence of providing media/communication trainings to senior managers. Previous experience working with an EU institution or body will be an asset. Additional links to audio-visual outputs or booklets as well as previous manuals should be provided if available.	35 points
3. A document proposing a 1 day training programme for a small group of staff comprising sessions for (i) moderating a panel discussion (ii) delivering a presentation (iii) delivering a speech (iv) being interviewed by TV journalist	30 points
TOTAL (Minimum points required: 60 points)	100 points

The sum of all criteria gives a total of 100 points. The qualitative award criteria will be weighted at 70% in relation to the price.

11.2 Financial evaluation of the tender

The candidate 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

11.3 Award of the contract

The contract will be awarded to the offer which offers the best value for money, that is 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

12. Content and presentation of tenders

The offer must:

- *be dated, bear the company stamp and be signed by the tenderer or his duly authorised representative;*

- *be precise, concise, complete and perfectly legible* such as to avoid any possible doubt as to the words and figures. These answers constitute the components to be evaluated by the contracting authority for the purpose of awarding the contract and, therefore, represent essential data. *Incomplete or illegible answers may lead to the tender being excluded;*

The tender shall be made up of all of the items listed below.

Annex 1 - Honour and conflict of interest declaration

Declaration on conflict of interests, based on the model attached to the tender specifications, duly completed and signed.

Annex 2 - Technical tender

Annex 3 - Financial tender (price)

Annex 4 - Legal entity form (duly completed, dated and signed by the tenderer) to be submitted together with the supporting documents requested in the form itself;

Annex 5 - Financial Identification form (duly completed, dated and signed by the tenderer, stamped and signed by the bank) to be submitted together with the supporting documents requested in the form itself.

13. Submission of tenders

The tender shall be submitted to the functional mailbox: EDPS-Procurement@edps.europa.eu

by 1st December 2017 at 12.00 noon.

14. Technical clarifications

Shall be addressed to the Head of the EDPS Information and Communication Sector: EDPS-Procurement@edps.europa.eu

15. Debts and claims

The debts and claims on the European Data Protection Supervisor are non-transferable.

16. Applicable law

The Contract shall be governed by Union law, complemented, where applicable, by the national substantive law of Belgium.

Any dispute between the parties resulting from the interpretation or application of the Contract which cannot be settled amicably shall be brought before the courts of Brussels.