



CALL FOR TENDER No. EDPS/2017/S/02

**Provision of event management and consultancy services
linked to the organisation of the 40th International Conference
of Data Protection and Privacy Commissioners**

TENDER SPECIFICATIONS

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Title of contract

Provision of event management, consultancy and other services linked to the organisation of the 40th International Conference of Data Protection and Privacy Commissioners (hereinafter ICDPPC 2018) from 21 to 26 October.

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 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 Objective and Context

The ICDPPC 2018 is a worldwide annual forum at which independent regulators on privacy, data protection and freedom of information adopt high level resolutions and recommendations addressed to governments and international organisations. The Conference first met in 1979 and for almost four decades now, it has provided international leadership to data protection, privacy and freedom of information. It does so by connecting the efforts of 120 privacy and data protection authorities from across the globe.

The European Data Protection Supervisor (EDPS), and the Commission for Personal Data Protection of the Republic of Bulgaria have been appointed to jointly host the prestigious 40th annual conference from 21 to 26 October 2018.

The conference will be an important step in the recently launched international debate on the ethical dimension of data protection in the digital era.

Up to one thousand national regulators, government representatives, NGOs and experts will come to Brussels to attend the conference in a year when the EU General Data Protection Regulation comes into force. Accompanying conference events will also take place in Bulgaria.

It is the first time that the conference will be organised by an EU institution together with a national supervisory authority. The 2018 conference is a unique opportunity for the EDPS, as the independent supervisory authority for the EU institutions, to highlight the leading role that the European Union has played over the years in data protection, privacy and freedom of information throughout the world.

This International Conference is traditionally a paid-for conference. The other services and supplies of the ICDPPC 2018 shall be covered by the registration fees.

Hence the present service contract aims at covering the event management and consultancy services only.

2. Subject of contract

The contractor shall be in charge of providing a whole range of services related to the organisation of the ICDPPC 2018 on behalf of the contracting authority. The conference will take place in Brussels with accompanying events in Sofia, organised by the Bulgarian DPA. The conference will be composed of a number of events including, but not limited to: welcome cocktail, closed sessions, open sessions, side events, gala dinner.

The services that may be required from the contractor are described in the following section.

2.1 Services required

The contractor will be in charge of managing all aspects of conference organisation and/or participation in conference events, as described in the following categories.

In case different events within the conference programme are (co-)organised by one or several third parties, the contractor will be required to work and coordinate with other service providers selected by the third parties.

Every proposal for a service or product from the contractor will need to be agreed upon and validated by the contracting authority. Suppliers or service providers may be selected by the EDPS or by the event management company (the contractor) to deliver conference needs including but not limited to conference visual identity, branding and printed materials, lanyards/badges. Supplier coordination will be delegated to the contractor. The validation process is defined in section 3.2.

In case the required service contains Intellectual Property, the contractor must take all the necessary steps to clear copyrights and make sure no third party rights are infringed.

You will find below a description of services respectively the consultancy and event management services in section 2.1.1 that EDPS will pay for, and the other services/supplies in section 2.1.2 covered by the registration fees.

2.1.1 Consultancy and event management services

The contractor will provide advice and suggestions regarding all aspects of the event during the preparation and throughout the whole duration of the event.

Type of Services	Description
ADMINISTRATIVE AND FINANCIAL MATTERS	
Finances, Billing and Insurance	<p>The Contractor shall open a dedicated bank account for the ICDPPC 2018 and shall manage all direct costs. The Contractor shall take responsibility for receiving all incoming delegate fees and sponsorship on behalf of the EDPS, and for all necessary invoicing and contractual aspects.</p> <p>The Contractor shall ensure the provision of :</p> <ul style="list-style-type: none">• A payment system, offering delegates and possible contributors the opportunity to make payment via bank transfer or online credit card payment.• A separate, dedicated bank account will be set up.• A way to ensure that all funds are collected promptly following the issuing of an invoice.• A full and detailed record of the funds received/outstanding to be maintained, and be provided to the Contracting Authority on an agreed and regular basis, see section 3.1. <p>The Contractor shall assist with the sourcing of an appropriate insurance provider, to insure the event against cancellation.</p>
CONSULTANCY SERVICES	
Event venue and Equipment	<p>The contractor may be required to identify and provide a suitable alternative event venue(s) as required, if one or other of those already selected by the EDPS becomes unusable for some reason. The venue must comfortably seat the anticipated number of people and must be suitable for the requested services (lighting, ventilation, noise proof, etc.). Full time technical assistance (in English) is required throughout the event. Once the venue has</p>

	<p>been selected, the contractor should make the necessary arrangements for the hiring of the venue and all the technical equipment required for the event as well as internet connection and all streaming, video and photo facilities on request. The contractor will also be responsible, in cooperation with the owner of the venue if the latter belongs to a public or European Institution, for the physical set-up of the rooms and decoration in line with the visual identity of the conference to be outlined by the contracting authority; the logistics and monitoring of service providers for the duration of the event. This includes the cleaning and a special attention to security services. The contractor will arrange a preparatory visit to the venue with one or more members of his/her team and at least one representative from the contracting authority. The EDPS will finalise and supervise agreements with the selected venues.</p>
Communication between the Contractor and the Contracting Authority	<p>The Contractor will be responsible for managing and coordinating a communication plan for regular liaison with the EDPS about the event. The Contractor is expected to participate in telephone conference calls with the EDPS.</p>
Promotion/Media Presence	<p>The contractor will work with the EDPS information & communication team on a press/media plan to promote the event. This may involve disseminating messages and/or advertising to press or other channels. The contractor will seek approval and validation from the contracting authority for all aspects related to event promotion.</p> <p>The Contractor shall support the Information & Communication team in the:</p> <ul style="list-style-type: none"> • Production and dissemination of a targeted press invitations to journalists • General follow up, and personalised follow-up with selected press • Coordination of press registrations • Oversee the planning and execution of press management during the event • Coordination of actions and information among the different press offices • Organisation of press desk on Open Sessions' days • Facilitation and management of planned and impromptu interviews during the conference • Proactive support of journalists' work by making connections and developing story ideas • Ensure smooth relations between speakers and press • Dissemination of press releases to a targeted media list for example, at the end of the Closed Session and end of Open Session highlighting key outcomes
Audio-visual coverage	<p>The contractor will ensure the photo, video, and/or sound coverage of the event as requested by the ordering service for a particular event, including: camera shooting, mixing, editing, video production, selection of images, with the final result provided on electronic support when applicable. Video services will be provided to an existing EDPS supplier and where no</p>

	longer possible for that supplier to provide said services, an alternative supplier should be proposed by the contractor. In either case, supplier coordination will be delegated to the contractor. For photo services, suppliers may be selected by the EDPS or the contractor, and supplier coordination will be delegated to the contractor.
External speakers and moderators	The EDPS speakers and moderators will be selected by the EDPS. In the event one or more is not available the contractor will propose alternatives. In any case, the contractor will coordinate registration/travel/accommodation for speakers, moderators and other VIPs.
COORDINATION	
Registration/Participants	<p>The contractor is required to manage the list of participants and share selected information about delegates with the EDPS to finalise the registration process. The contractor will be required to send invitations and further communicate with delegates as necessary, including issuing reminders, dealing with all queries about any aspect of the event, post conference communication with registrants including the coordination of a delegate survey for post-conference evaluation.</p> <p>The contractor will also handle registration using the appropriate registration system for each conference event and manage the list of attendance, distribution of badges, etc. during the event. The contractor may be asked also to manage the registration services for the Bulgarian accompanying events. To this end the contact with the Bulgarian DPA will be timely provided by the EDPS. The contractor will liaise with all stakeholders at any time before, during and after the event.</p>
Transport and Accommodation	The contractor will handle transfers between airport/station/hotel/event if requested. The contractor will also identify appropriate accommodation facilities for participants at the most favourable rates. To this end the EDPS will hand over to the Contractor the pre-booking agreements already signed with several hotels in Brussels.
EVENT MANAGEMENT	
Management of Conference during Event Days	<p><u>22/10/2018</u> <i>Closed session + working lunch - Palais d'Egmont, 09:00 - 17:30</i> <i>Number of Participants : 250</i></p> <p><i>Closed session Dinner - Concert Noble, 19:30 - 22:00</i> <i>Number of Participants : 250</i></p> <p><u>23/10/2017</u> <i>Closed session + working lunch - Palais d'Egmont, 09:00 - 14:00</i> <i>Number of Participants : 210</i></p> <p><u>24/10/2018</u> <i>Open Session + Working Lunch, European Parliament (TBC), 09:00 - 17:30</i></p>

	<p><i>Number of Participants : 1000</i></p> <p><i><u>25/10/2018</u></i> <i>Open Session + Working Lunch, European Parliament (TBC), 09:00 - 14:00</i> <i>Number of Participants : 1000</i></p> <p><i><u>25/10/2018</u></i> <i>Special Conference in the European Commission (TBC). Charlemagne Building: 14:00 - 17:00.</i> <i>Max 350 pers.</i></p> <p>For all the above, the Contractor shall welcome delegates, deliver badges and manage the registration on the spot. It shall ensure the delivery of conference material, shall give the assistance regarding media, and give the general assistance as required. The Contractor will take over the files from EDPS to contract and pay directly the caterers where already contacted, and provide and pay a caterer where still not contacted.</p>
Management of side events	<p><i><u>Pre-event 21/10/2018</u></i> <i>Welcome Cocktail - Hôtel de Ville Bruxelles, 19:30 - 21:30</i> <i>Number of Participants : 150</i></p> <p><i><u>23/10/2017</u></i> <i>Side Events - Different venues (TBC), 14:00 - 18:00</i> <i>Number of Participants : 700</i></p> <p><i>Beer Tasting - Museum Magritte hosted by IAPP (International Association of Privacy Professional) (TBC), 18:30 - 20:30</i> <i>Number of Participants : max 700</i></p> <p><i><u>24/10/2017</u></i> <i>Gala Dinner, Autoworld, 19:00 - 23:00</i> <i>Number of Participants : 800</i></p> <p><i><u>25/10/2017</u></i> <i>Side Events</i> <i>Number of Participants : tbc</i></p> <p><i>Special Conference Dinner, Atomium, 19:00 - 22:00</i> <i>Number of Participants : max 120 tbc</i></p> <p>For all the above, the Contractor shall welcome the guests, check delegates against a list of invitees and give the general assistance as required.</p>
Management of social activities	<p><i><u>25/10/2018 Afternoon</u></i> <i><u>26/10/2018 All day</u></i> <i>Social Activities, Brussels and tours nearby</i> <i>Number of Participants : max 200-300 total (estimation)</i></p> <p>The Contractor shall contact the companies and organise the short trip, ensure that delegates are on the bus, shall accompany the delegates during the day, answer any queries.</p>

2.1.2 Other Services/Supplies

Type of Services	Description
INSURANCE	
Insurance contract	Insurance contract covering cancellation of the conference for specific circumstances (terrorist act including threat of terrorist act, adverse weather, insufficient number of participants). The overall sum insured shall be equal to the services/supplies listed in section 2.1.1).
HUMAN RESSOURCES	
Conference Assistants	The Contractor shall provide sufficient and qualified staff for the smooth running of all events mentioned in section 2.1.1 'Event Management'.
TRANSFERS	
VIP transfers from/to airport or stations	Provide flat fees for 6 experts from Europe and 6 experts from the US. The number of speakers is an estimate and is subject to change.
Transfers from participants hotels to conference venues and back, and from hotels to evening social/side events	The conference organiser will provide estimation for a maximum of 1000. -participants for open sessions and a minimum of 200 persons for closed sessions. The Contractor shall try to group at least 4 participants per vehicle.
EQUIPMENT	
Tablets: rental costs, installation of devices and damages and theft insurance	1000 Tablets (7-inch) for Open sessions (-) Wifi min. 16GB capacity shall be available for the 4 days (open + closed session from 22 to 25 October). The tablets shall be delivered with fully charged battery and conference app pre-installed, USB cable and adapter. Installation of conference application, pre-installation of Wifi network, customisation of the background picture may be required.
Audio visual (AV) Equipment	<p>Closed sessions 22-23 October: Cost per day of a basic AV package (incl. projector, screen, 5x microphones, sound system, 1 technician). Additional AV requirements (TV monitors, extra screens, lightning...) might be required.</p> <p>Open sessions 24-25 October: AV basics shall not be required if the conference takes place in the EP, although additional AV services may be identified. The contractor will ensure all necessary coordination for AV services. Live video connection/web streaming will be required between the EP conference venue in Brussels and the EP in Strasbourg. A live video connection will also be required between the EP conference venue in Brussels and the venue in Sofia. The EP services will coordinate this in conjunction with the contracting authority and the contractor.</p> <p>Gala dinner at Autoworld: AV for sound and lighting to create show atmosphere.</p> <p>Venue decoration (i.e. flowers, furniture, special arrangements of</p>

	the room, etc.) across the whole week: to be defined by the Contractor in conjunction with the EDPS and the owner of the venue.
CREATING AND DESIGNING A PARTIPATORY EVENT	
Design of the Conference	<p>The contractor will assist the ordering service with the preparation, design, facilitation and delivery of the conference. The conference should be interactive and engage the audience in order to create the conditions for a meaningful debate on digital ethics. The main areas to cover will be:</p> <ul style="list-style-type: none"> • Help to create & facilitate a strong core team (the core organising team already designated within the EDPS) that will bring together the functions of logistics, programme design, moderation & facilitation, capturing results, etc. • Help to develop a creative narration for the overall conference and create coherence between the different aspects, themes and speakers. • Help communicate/coordinate the staging of the conference location together with the contractor so that all logistics are in place. • Facilitate the conference so that it is engaging, informative, inspiring, and creates new results, perspectives and new collective intelligence (for example through world café, open space, harvesting, networking techniques). • Capture identified key collective knowledge graphically, in report form, etc. and analyse and identify results for the follow-up. • Follow up with any key action areas as they arise. <p>The design of an interactive conference may be sub contracted either to a supplier selected by the EDPS or proposed by the contractor.</p>
SIDE AND SOCIAL EVENTS	
Venues/Catering services and activities	<p>A special conference might take place in the European Commission on 25/10/2018 from 15:00-18:00. The venue in the Charlemagne building is already booked. The contractor would take contacts with the services of the Commission to provide the assistance during the event and a coffee break, and would take instructions from the EDPS for organisational matters, if needed.</p> <p>The gala dinner will be held on 24/10/2018 from 19:00-23:00. The venue is already booked. The caterer has been already contacted through the owner of the venue. The Contractor will take over the file, contact the caterer, sign the contract and help in registering participants. The contractor will normally provide for the assistance in the venue, where needed.</p> <p>A special conference dinner will be organised in cooperation with the Atomium on 25.10.2018. The event has been proposed and has still to be confirmed and fine-tuned in its organisation. It will be a dinner with maximum 120 persons. The contractor will take contacts with Atomium and the chef of its restaurant and would</p>

	<p>take care of the coordination and organisation.</p> <p>The contractor is requested to give suggestions for other side events that could be organised throughout the week as well as social activities (Brussels and tours to nearby cities) on the 26/10/2018. For the one day/half a day trips the contractor will be requested to contact directly the travel agencies and prepare the programs.</p>
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2.1.3 Other services needed

Given the complex nature of the event, the list of services might not be exhaustive. Services and goods which are not yet mentioned in sections 2.1.1 and 2.1.2 might be requested from the contractor. These services and goods may be ordered upon agreement with the ordering service as indicated in the section 3.2. Upon delivery, these services will become part of the tender, and will be covered by the registration fees.

In case the income of the registration fees is not entirely used, the Contractor might be required to organise a follow up event.

2.2 Roles and responsibilities

2.2.1 The Contractor

Is composed of members with skills regarding the financial, administration and logistics management for the ICDPPC 2018.

The Contractor shall appoint:

- **Operational Agent (OA):** OA is responsible for the services linked to the organisation of the ICDPPC 2018, see articles 2.1.1 and 2.1.2.
- **Financial Agent (FA):** establishes appropriate financial reporting indicating contracts and payments. FA establishes contracts, makes advanced payments and payments. FA is responsible for the bank reconciliation corresponding to the bank account opened for the ICDPPC 2018, see article 2.1.1.

The Contractor must not present itself as a representative of the EDPS and must inform third parties that it is not part of the European public service.

2.2.2 The Contracting Authority

The Contracting Authority is the ICDPPC 2018 organiser who assumes full accountability for the ICDPPC 2018 accounting, financial administration and logistics.

The Contracting Authority shall endorse the following roles and responsibilities:

- Provides leadership and business strategic direction for the ICDPPC 2018;
- Drives the evolution of the organisation of the ICDPPC 2018;
- Makes key decisions on the administration, financial and logistics management;
- Approves all legal commitments and payments;
- Decides on programming of the day side events, sponsors;
- Signs the contract concluded for the cancellation insurance.

- **Operational Agent:** OA works in close collaboration with the Contractor and supervises the organisation of the ICDPPC 2018.
- **Financial Agent:** FA controls the expenditure and payments actually made.
- **Authorising Officer (AO):** AO gives his prior authorisation for commitments and payments. The AO shall have the full overall accountability of the funds of the ICDPPC 2018 until the closure. He shall ensure that the rules, regulations and financial management are respected.

3. Work Process

3.1 Evaluation

The Contractor and the Contracting Authority will meet on a regular basis to assess the progress towards the organisation of the ICDPPC 2018 and to ensure that the stated objectives and targets are met.

The Contractor must report to the EDPS any problem that affects its ability to provide the services.

To evaluate the progress made and to ensure sound financial management, the following deliverables shall be submitted:

Task 1 - Management/Reporting, incl. organisation, planning, sponsors, etc.

D1.1: Project Progress Reports

Shall be submitted every 2 months or upon request and include: achievements during the reporting period and forthcoming plans.

D1.2: Meeting Minutes

The meeting minutes shall accompany the Progress Reports and include discussion points and decisions taken in the course of meetings between the 2 parties.

Task 2: Financial Management

D2.1: Interim Reports

Shall be submitted every 2 months or upon request and include a reporting system covering all contractual and financial operations pertaining to all transactions financed for the ICDPPC 2018.

D2.2: Final Report

Written records of the entire financial management and contracting shall be submitted within 1 month after the closure of the event.

After the reception of the deliverables mentioned above, the EDPS will have 1 month in which:

- to approve it, with or without comments or reservations;
- to reject it and request a new report.

The deliverables are accepted by electronic means (email).

3.2 Workflow

For the execution of tasks mentioned in section 2.1.2 and 2.1.3, the Contractor may be requested to advance funding for the smooth running of the organisation of the ICDPPC 2018.

However the Contractor will not be financially liable if the costs of the ICDPPC 2018 exceed the income. In this case the Contractor may invoice EDPS for the missing amount which needs to be paid within two months after the planned conference.

The Contractor is requested to ensure strictly the below workflow as regarding contracts and payments.

3.2.1 Contracts

- (i) The OA (Contractor) will request offer(s) to external provider(s);
- (ii) OA and FA (EDPS) check the content of the offer(s);
- (iii) The AO (EDPS) gives its approval;
- (iv) The OA (Contractor) concludes the contract for purchasing the services. The OA reports the purchase in the reporting system.

3.2.2 Payments

- (v) The OA (Contractor) sends to FA (EDPS) an authorisation request for payments and/or advanced payments according to the contracts modalities concluded between the Contractor and the external provider.
- (vi) The AO (EDPS) gives its prior authorisation before advanced payments and /or payments.
- (vii) The OA (Contractor) keeps account of all advanced payments and payments and is responsible for the bank reconciliation.

4. Volume of the contract and funding modalities

The total estimated value cannot exceed 134.900 Euros (one hundred thirty four thousand nine hundred Euros) for the whole duration of the contract.

For the execution of tasks mentioned in section 2.1, the Contractor may be requested to advance funding for the smooth running of the organisation of the ICDPPC 2018.

However the Contractor will not be financially liable if the costs of the ICDPPC 2018 exceed the income. In this case the Contractor may invoice EDPS for the missing amount which needs to be paid within two months after the planned conference.

In the contrary, non-used funds will be kept for financing a follow up event, see article 2.1.3.

5. Technical Tender

Tenderers should include in their bid a technical tender detailing how they will perform the tasks covered by the contract, in compliance with all the requirements of the tender specifications.

In particular, tenderers will have to provide a detailed description to the tasks listed under Sections 5.1 and 5.2.

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.

5.1 General Approach

5.1.1 Proposed methodology and tools

Tenderers should demonstrate their overall vision and methodology to meet the objectives and requirements of the contracting authority in what concerns organisation of/participation in events.

In this respect, they should present their approach to fulfil their mission and the methods and tools

they intend to use for each of the services required and deliverables described in Sections 2.1 and 2.2.

In doing so, tenderers must clearly identify the main risk factors and challenges arising throughout the project and explain how they propose to overcome them. Tenderers should demonstrate their creativity and innovation in their overall methodology as well as in tackling the challenges and possible obstacles arising throughout the project. In addition, tenderers should explain the quality control mechanisms and key performance indicators they intend to put in place in order to guarantee the quality of the services and products provided as well as the compliance with deadlines.

5.1.2 Management and organisation of work

Tenderers should present the method and procedures they will implement for the general organisation and day-to-day management of the work, and how they will interact with the contracting authority services and other bodies.

Tenderers must also demonstrate how the composition and organisation of the proposed team will ensure the highest efficiency in terms of costs, speed and quality of services and day-to-day management. Tenderers should also outline what arrangements they intend to implement in order to guarantee the availability of required profiles and the continuity of service. Tenderers are required to prove their understanding of the geographical/language complexity of the project and how they will tackle it.

5.2 Case Study

Tenderers will present a case study, describing the approach which they intend to apply in order to achieve the smooth running of the event according to the agenda in annex A and the budget they intend to allocate, broken down item by item with respect to the maximum budget allocated to the ICDPPC in annex B.

They must present a realistic proposal for the treatment of the hypothetical case (20 pages maximum of format A-4 per case including annexes).

This case study will allow the Contracting Authority to evaluate the quality of services that the tenderers will be required. In addition, this will allow the tenderers to show creativity and propose their own approach.

6. 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 event management and consultancy services linked to the organisation of the ICDPPC 2018 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 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.

7. Terms of payment

Payments shall be made upon delivery of reports mentioned in section 3.1, within 30 calendar days upon receipt by the EDPS of an invoice and after approval of the EDPS.

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 (2015 2016 2017) in similar services according to the requirements in Tender specifications.
- Necessary human resources to perform the contract in line with best professional practice according to the requirements in Tender specifications:
 - Project Directors/Senior Managers: they will be the permanent contact point with the lead contracting authority for the whole duration of the framework contract and the person responsible for the contract management and the overall performance of the contract; he will make sure that the provision of services is fully compliant with the present tender specifications.
 - Project/Conference Assistants
 - Audio-visual Engineer/Technician
- 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
<p>1. Quality and consistency of the proposed methodology and tool</p> <p>Relevance of the method and tools – how the proposed approach meets the objectives and provides the required services.</p> <p>Ability of the tenderer to evaluate risks and relevance of the solutions proposed to overcome them.</p> <p>Creativity and innovative approach in the general method as well as in unforeseen/problematic situations.</p> <p>Quality Control mechanisms and KPIs put in place to ensure quality of services and compliance with deadlines.</p>	20 points
<p>2. Management and organisation of work</p> <p>Credibility of the method and procedures proposed for the general organisation and day-to-day management of the work, including interaction with the ordering service and other bodies.</p> <p>Coherence of contractual and organisational arrangements with other service providers in order to ensure seamless and timely provision of services.</p> <p>Composition and organisation of the proposed team to ensure maximum cost effectiveness, speed and quality. Also, the tenderer must explain how he will guarantee the availability of required profiles and the continuity of service throughout the preparation and conference.</p> <p>The tenderer must demonstrate how he will tackle the language complexity of the projects including coordination of work at EU/worldwide level.</p>	30 points
<p>3. Case Study</p> <p>3.1 Management and allocation of resources</p> <p>Clarity of management and appropriate allocation of resources proposed by the tenderer to ensure maximum efficiency in terms of costs, speed and quality of the requested services.</p> <p>Advisory role: quality of proposal for media partnership and/or sponsorship of the event.</p> <p>3.2 Day-to-day management of work</p> <p>Effectiveness of the method and procedure proposed for the general and day-to-day organisation of the work, including interaction with the ordering service and other partners.</p> <p>Efficiency of coordination of team members and suppliers.</p> <p>Quality of description on how continuous assistance will be provided throughout the event.</p> <p>3.3 Creativity</p> <p>Relevance and type of unforeseen situations chosen by the contractor.</p> <p>Adequacy and creativity of the solutions proposed by the contractor to solve unforeseen situations, and how the quality of service will be ensured.</p> <p>Adequacy of proposed technical solutions specifically adapted to each event.</p> <p>Quality of the press and media coverage proposal – including social media.</p>	<p>20 points</p> <p>20 points</p> <p>10 points</p>
<p>TOTAL (Minimum points required: 60 points)</p>	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

The offers exceeding the maximum price set in point 3 will be excluded.

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 9 January 2018 at 12.00 noon.

14. Technical clarifications

Shall be addressed to: 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.

ANNEX A**ICDPPC 2018 PROGRAMME**

Date	Event	Venue	Time
Conference days and dinners			
21/10/2018	Welcome Cocktail	Hotel de Ville	19:30 - 21:30
22/10/2018	Closed Session	Palais d'Egmont	09:00 - 12:30
	Closed Session Working Lunch	Palais d'Egmont	12:30 - 14:00
	Closed Session	Palais d'Egmont	14:00 - 17:30
	Closed Session Dinner	Concert Noble	19:30 - 22:00
23/10/2018	Closed Session	Palais d'Egmont	09:00 - 12:30
	Closed Session Working Lunch	Palais d'Egmont	12:30 - 14:00
	Side Events	Venues in the European district	14:00 - 18:00
	Beer Tasting	Museum Magritte (hosted by IAPP)	18:30 - 20:30
24/10/2018	Open Session	European Parliament	09:00 - 12:30
	Open Session Working Lunch	European Parliament	12:30 - 14:00
	Open Session	European Parliament	14:00 - 17:30
	Gala Dinner	Autoworld	19:00 - 23:00
25/10/2018	Open Session	European Parliament	09:00 - 12:30
	Open Session Working Lunch	European Parliament	12:30 - 14:00
	Side Events	venues in the European district/possible conference on GDPR within a European Commission (CHAR) building	14:00 - 18:00
	Special Conference Dinner	Atomium tbc	19:00 - 22:00
Other activities			
25/10/2018	Social Activities	Brussels and tours to	14:00-18:00
26/10/2018		nearby cities	09:00-18:00

ANNEX B

ICDPPC 2018 BUDGET

The costs of services/supplies financed by the registration fees mentioned in sections 2.1.2 and 2.1.3 will depend on the number of participants. In order to limit as much as possible any financial risk, an estimation of the overall budget shall be provided.

To this purpose the contractor is required to take into consideration:

- Based on the past international conferences of data protection and privacy commissioners, a minimum of 700 participants and up to 1.000 participants is foreseen for the ICDPPC 2018.
- The maximum fee per participant is set up to a maximum of 1.100 EUR while the average fee is estimated to be around 800 EUR, as fees will be split according to different categories of audience.

Therefore, the costs of services/supplies mentioned in sections 2.1.2 shall take the information above for the case study requested in section 5.2.