



EUROPEAN DATA PROTECTION SUPERVISOR

CALL FOR TENDER No. EDPS/2016/F/01

Promotional Items

Contracting Authority: the European Data Protection Supervisor

TENDER SPECIFICATIONS

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Title of contract

Promotional items

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 of the contract

The aim of the contract is to supply promotional items which will be used to promote EDPS activities and raise awareness about data protection and privacy.

The EDPS requires promotional items that he can distribute to the general public or to prominent figures during events that he organises on an annual and one-off basis.

The most important recurrent events are the following:

- EU Open Day, which is held every year on or around 9 May, and for which the expected number of participants could be up to 1000;
- Data Protection Day, which is celebrated each year on 28 January;
- Study visits, conferences and other events.

For further information about EDPS events please consult the "Events" page on the EDPS website (<https://secure.edps.europa.eu/EDPSWEB/edps/EDPS/Events>)

Two integral parts of this call for tender are customisation of the items, which will be done in cooperation with the EDPS Information and Communication sector and using the EDPS visual identity as specified in the annex, and delivery of the customised items to the EDPS premises.

2. 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.

3. Technical specifications

The promotional items shall be low value products, unless specified otherwise. Nevertheless, they shall be of good quality, i.e. they shall be able to withstand normal use and the colours shall be fade-resistant.

3.1 Reference items

"Reference items" for the purpose of this call for tender are all the items to be supplied as requested in sections 3.2 and 3.3 and provided as a sample for evaluation purposes. This selection of articles will be used as the basis for comparing the tenders.

The tenderer shall join to his tender two different samples for each reference item listed below in section 3.2 and one sample for the item described in section 3.3. The number of samples is foreseen to give the tenderers a possibility to present a broad range of various products. Samples must be sent in packages bearing only the tenderer's name and the technical sheet outlining the product characteristics. A label must be firmly attached to each sample mentioning at least the tenderer's name and the reference number of the item as indicated in the tender form. The samples will not be returned.

The tenderer will need to provide a price list that notes the reference of each article mentioned in section 3.2 and the corresponding price for 100 units excluding VAT (see Annex 3)

3.2 Items to be supplied (2 different samples per product)

These specifications provide a description for each product to be supplied within this call for tender. The prices must include branding (EDPS logo and/or website as described below), technical costs and delivery costs to the EDPS premises (EDPS, Rue Wiertz 60, B-1047 Brussels), bearing in mind the stated quantities. The samples sent should NOT bear a logo of the EDPS. For the sake of an equal treatment samples customized with EDPS logo will be excluded from the tender.

Product 1: Umbrella (100 units) - Sample 1 (Ref. 1/a) + Sample 2 (Ref. 1/b)

- Price between: EUR7 and EUR 18 excluding VAT/unit
- Foldable umbrella with a metal pole and a plastic handle
- Manual opening
- Matching sleeve
- Diameter approximately 90cm
- Colour: white
- Imprint: EDPS logo in four colours

Product 2: A5 Notebook (100 units) - Sample 1 (Ref. 2/a) + Sample 2 (Ref. 2/b)

- Price between: EUR 6 and EUR 16 excluding VAT/unit
- Lined paper
- Moleskin type with an elastic
- Colour: navy blue
- Imprint: EDPS logo in three colours

Product 3: USB stick (100 units) - Sample 1 (Ref. 3/a) + Sample 2 (Ref. 3/b)

- Price between: EUR 4 and EUR 10 excluding VAT/unit
- Capacity 8 GB
- Elegant, small
- Imprint will depend on the product in one, two or four colours

Product 4: Drawstring Backpack (100 units) - Sample 1 (Ref. 4/a) + Sample 2 (Ref. 4/b)

- Price between: EUR 4 and EUR 7 excluding VAT/unit
- Simple and elegant
- Reinforced corners

- Standard dimensions to contain A4 documents (34x44cm)
- Colour: white
- Imprint: EDPS logo in four colours

3.3 Creativity

Given the length of the contract and the variety of potential events which could take place, the EDPS may turn to the contractor for creative support. Therefore, in order to assess their creativity, the tenderers are requested to provide one additional sample of promotional item as described below:

Product 5 - Sample (Ref. 5):

One data protection/privacy related product for a general audience with a maximum value of 5 Euros (price per item in case of purchase of 1000 items). The price should include technical and delivery costs (see section 3.2). Note that this product should not be included in the financial offer/price list.

3.4 Customisation

Aside from the customisation required and specified by the EDPS Information and Communication Sector on a case by case basis and the manufacturer's brand name (optional), the items provided within the contract must be free of stickers and technical references.

The main logo to be used is the EDPS logo and it is available on the EDPS website (https://secure.edps.europa.eu/EDPSWEB/edps/EDPS/Pressnews/Press_kit/Logo_Guidelines). The logo shall be either monochrome or polychrome as specified by the EDPS Information and Communication Sector for each item when placing the order within the contract. The source data for the graphics and texts will be also supplied by the Information and Communication Sector of the EDPS.

In exceptional circumstances the EDPS might also request special customisation involving other logos or visuals.

3.5 Sustainability

The EDPS is aware that integrating environmental efficiency in the management of all its goods, equipment and services helps to reduce the environmental impact of its activities. This also applies to promotional items.

Tenderers are reminded that environmental friendliness is important at all the different stages of the product life-cycle of promotional items, from their design, production, delivery, distribution to reuse/recycle/disposal of waste, leading to the best possible "green life-cycle". In addition to the use of non-aggressive/ecological components and materials, this includes the re-use and recycling of material, waste prevention and separate waste collection, sustainable shipping, approaches reducing the need for transportation, etc.

Sustainability also includes ethical trade aspects such as certified fair trade products/materials, items produced by cooperatives helping disadvantaged groups etc.

The tenderers must demonstrate their compliance (or not) to environmental friendliness for each of the reference items mentioned in sections 3.2 and 3.3, providing either certificates, an ecolabel attached to the product and/or a declaration on ILO standards.

4. 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.

The tenderer's bid must be accompanied by nine samples: two different samples for each of the four items listed in section 3.2, and one sample for the item requested in section 3.3. **Tenderers who does not include the requested number of samples per item as indicated in section 3.2 and 3.3 shall be eliminated.**

Each sample shall bear a label, securely attached to the item, specifying the tenderer's name and the reference number of the proposed item.

The samples will be used to assess the **functional and technical characteristics** of the items, i.e. their robustness and/or the quality of material etc.

The Technical tender must be filled in using the attached form in Annex 2 which must be duly signed and dated. Each sample shall be accompanied by:

- a **short description** of the item and the materials used;
- the **environmental** characteristics of the item, incl. compliance with labels and schemes (or relevant certificates) if any, relevant evidence;
- details about the **delivery** time.

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, 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.

6. Terms of payment

Payments shall be made upon delivery of the promotional items requested, within 30 calendar days upon receipt by the EDPS of an invoice and after approval of the EDPS Information and Communication Sector of the promotional items delivered by the Contractor.

With regards to the deliveries, the Contractor will be required to ensure that the goods arrive in good condition at their destination. The Contractor will therefore be responsible for the entire chain of logistical operations. The Contractor must take responsibility for all risks of loss or damage of the goods until delivery has been signed off by the EDPS Communication Team. The EDPS communication team will have 10 working days within which it could dispute the conformity of a package's content.

7. Contractual terms

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

8. Exclusion criteria

8.1. 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.

8.2. 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.

3. Declaration that there are no conflicts of interest

Tenderers should declare that they:

- 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;
- 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;
- have not made and will not make any offer of any type whatsoever from which an advantage can be derived under the contract;
- 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.

9. Selection criteria

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

9.1. Legal and regulatory capacity

In order 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.

9.2. 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.

9.3. Technical and professional capacity

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

- have experience in the field of supply of customised promotional over the last 3 years (2013, 2014, 2015) and in similar services according to the requirements in Tender specifications, section 3;

- necessary human resources to perform the contract in line with best professional practice according to the requirements in Tender specifications, section 3.

9.4. Certificates, declarations and proof of compliance with environmental provisions.

Tenderers are invited to provide the certificates, declarations and evidence proving the compliance with environmental sustainability as indicated in section 3.5.

9.5. 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.

10. Award criteria

10.1. Method of awarding the contract

The contract will be awarded to the three tenderers that score the most points according to the award criteria set out below. The three successful candidates will be allocated orders according to what is known as the “cascade” method.

The tenderer with the most points will be designated “successful candidate number 1” and will be the main supplier for this contract. Two other tenderers will also be designated as “successful candidate number 2” and “successful candidate number 3” respectively (depending on the points obtained).

The EDPS will be able to approach successful candidate number 2 and, where appropriate, successful candidate number 3, when successful candidate number 1:

- does not respond to a request to supply a product within the period stated by the EDPS office. This period will be specified at the time of the request;
- is not able to provide a requested product;
- quotes an 'abnormally high' price;
- does not provide a satisfactory level of customer service.

10.2. Awarding criteria

The contract will be awarded to the tender with the best price-quality ratio in accordance with point 10.5 of the tender specifications.

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

10.3. 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. Quality of Products - Product 1 Umbrella - Product 2 A5 Notebook - Product 3 : USB stick - Product 4 Drawstring Backpack	15 points 15 points 15 points 15 points
2. Creativity - Product 5: One data protection/privacy related product for a general audience with a maximum value of 5 Euros	20 points
3. Sustainability Necessary/convincing elements to be able to prove its commitment to respecting the environment, as requested in section 3.5	20 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.

10.4. 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

10.5 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.

11. 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.
- *contain two different samples for each of the four items listed in section 3.2, and one sample for the item requested in section 3.3. Each sample shall bear a label, securely attached to the item, specifying the tenderer's name and the reference number of the proposed item.*

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 (samples)

Annex 3 - Financial tender (price list)

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.

12. Submission of tenders

The tender shall be submitted to the following address, see details in the invitation to tender letter:

CALL FOR TENDERS

EDPS/2016/F/01 Promotional Items

European Data Protection Supervisor

HRBA Unit

For the attention of Ms. Caroline WOUSSEN-DUBUISSEZ

Rue Wiertz 60 (Office MTS 30 05x028)

B – 1047 Brussels

Belgium

by 27 January 2017, 24 CET

13. Technical clarifications

shall be addressed to the Head of the EDPS Information and Communication Sector, Mr Olivier ROSSIGNOL: EDPS-Procurement@edps.europa.eu

14. Debts and claims

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

15. 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.