

TENDER SPECIFICATIONS

Reference: OC/EFSA/CORSER/2017/07

Subject: Event/meeting management and promotion services

Procurement procedure: Open call **Project/Process code:** CORSER-09

Tender specifications purpose:

- specify what EFSA is to buy under the contract resulting from this tender procedure
- announce the criteria which EFSA will apply to determine the successful contractor among the offers received
- guide tenderers to establish and dispatch their offer in the required form and time

These tender specifications will form annex 1 of the contract resulting from this tender procedure and will be binding during the contract implementation.

Additional guidance:

The economic operators wishing to submit an offer following this call for tenders are also invited to read the <u>EFSA Guidance for tenderers</u> available on the EFSA website. The general guidance aims to assist the potential tenderers in their understanding of EFSA procurement procedures and to complete the specific information contained in this tender specifications.

Submitting your tender on time:

Follow carefully the guidance in Part 3 "How to submit your offer (e-Submission)". Do not wait until the last day to upload your offer. Responsibility rests with you to ensure that your tender is fully, completely and correctly uploaded before the time limit for receipt. Failure to respect the time limit for receipt will result in the rejection of your offer for non-compliance with the deadline for tenders.

Please note that offers sent via e-mail will be rejected.

Provide EFSA with feedback:

If you considered applying to this call for tenders but finally decided not to do so, your feedback and reasoning for such a decision would be very much appreciated. You should address your feedback to EFSAProcurement@efsa.europa.eu. Please note that your comments will be kept strictly confidential and will only be used for the purpose of improving future EFSA procurement calls.



INDICATIVE PROCEDURE TIMETABLE

Milestone	Date ¹	Comments	
Launch date	14/11/2017	Date of publication being sent to OJ - in open call	
Deadline for sending a request for clarification to EFSA	14/02/2018	Attention: Requests for clarification may only be submitted through the eTendering website as described in the Invitation Letter. Please note that EFSA premises will be closed from 23 December to 2 January and no answers will be	Deleted: 19/01/2018 Deleted: 31/01/2018
"Receipt Time Limit" - Closing date and time for offers reception	22/02/2018 at 14:30 (CET)	provided in those days. See details in the Invitation letter. Please also refer to part 3 of the tender specifications "How to submit your offer – e-Submission application guide" and the e-Submission quick reference guide for economic operators, link provided in annex 2.	Deleted: 26/01/2018 Deleted: 8/02/2018¶
Opening session	26/02/2018	14:30hr, EFSA premises, Parma	Deleted: 29/01/2018 Deleted: 12/02/2018
Notification of the evaluation results	April 2018	Estimated. Attention: the outcome of the present procurement procedure will be communicated to all tenderers to the e-mail address indicated in their offer. Accordingly, the tenderers who have submitted offers under the present call are strongly invited to check regularly your inbox	Deleted: February 2018 Deleted: March
Contract signature	April/May 2018	Estimated	Deleted: March 2018

 $^{^{\}rm 1}$ All times are in the time zone of the country of the EFSA.



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PART 1 | TECHNICAL SPECIFICATIONS - WHAT DOES EFSA NEED TO BUY THROUGH THIS PROCUREMENT PROCEDURE?

1.1 BACKGROUND

The European Food Safety Authority (EFSA) is the keystone of food and feed risk assessment in the EU. In close collaboration with national authorities and in open consultation with its stakeholders, EFSA provides independent scientific advice and clear communication on existing and emerging risks from field to plate².

Established and funded by the EU as an independent agency, EFSA operates in full openness and transparency. A set of key values underpins all of EFSA's activities:

- Scientific excellence: EFSA aims to provide high-quality scientific advice based on the expertise of its network of scientists and staff and the quality of its science-based information and methodologies, which are grounded in internationally recognised standards.
- **Independence**: EFSA is committed to safeguarding the independence of its experts, methods and data from any undue external influence and to ensuring that it has the necessary mechanisms in place to achieve this.
- **Openness**: communicating openly and promptly on its scientific work helps foster trust in EFSA. As well as being transparent, EFSA aims to engage civil society in risk assessment work and connect with untapped scientific potential.
- **Innovation**: being proactive and forward-looking enables EFSA to anticipate new challenges. EFSA is constantly developing and adapting its data and working methods to ensure that the EU food safety system is at the forefront of scientific as well as administrative thinking and practice.
- **Cooperation**: working together and exchanging knowledge between food safety experts in the EU and globally ensures excellence and efficiency and maximises the available risk assessment capacity and potential.

EFSA's work falls into two areas: risk assessment and risk communication:

- **Risk assessment**: EFSA's Scientific Committee and Panels provide the European Commission, the European Parliament and Member States with a sound scientific grounding on which to base legislation and policies related to food and feed safety. EFSA is also consulted on nutritional issues in relation to Community legislation.
- **Risk Communication**: EFSA is committed to ensuring that all interested parties receive timely, reliable, objective and meaningful information based on the risk assessments and scientific expertise of its Scientific Committee and Panels. Communicating its own initiatives and ensuring collaboration and coherence across the Member States are crucial to maintaining consumer confidence in the risk assessment process.

² For details: Regulation EC Nº 178/2002 of the European Parliament and of the Council of 28 January 2002.



1.2 OBJECTIVE OF THIS PROCEDURE

EFSA is searching for a Contractor with extensive and proven experience in the professional conference organisation (PCO) market who can provide guidance and support in bringing EFSA's institutional meetings and events to life.

The Contractor's primary role will be to plan and implement event logistics based on EFSA's brief. For more complex events, the Contractor may be required to also provide consultancy services on how to best advertise an initiative and/or act as an advisor to recommend optimal formats and technical solutions to achieve given objectives.

The Contractor will support EFSA in organising institutional meetings and events primarily in Parma (approximately 60%, either in EFSA's headquarters or in other venues in the city), Brussels and the EU 28 (approximately 35%), but occasionally also in EU pre-accession and other extra European countries (approximately 5%)³. As a consequence, the ability to operate primarily in Italy and EU/EEA countries, but also in candidate/potential candidate countries and countries joining the European Neighbourhood Policy (ENP) programme is required.

The table below gives an indication of the events and meetings for which the Contractor's support may be required. Figures are indicative and the list may be not exhaustive⁴.

Meeting/event type	Annual frequency	Average # of participants	Location
Institutional meetings and stakeholder ev	ents		
Management Board, Advisory Forum, Focal Point meetings and recurring meetings of other established stakeholder groups	12-15	40	EFSA seat/ EU 28
Scientific Colloquia	2	100	Parma/ EU 28
Scientific workshops and information sessions	8-12	60-120	EFSA seat/ Parma/ EU 28
Sponsored sessions in the framework of scientific events organised by third parties (rarely, exhibition stands)	3-5	200-800 visitors	EU 28
Scientific conferences of average size	1-3	100-250	Parma/ EU 28
EFSA's Scientific Conference series	Once every three years	600-800	Parma/ Italy
Seminars of pre-accession countries and Mediterranean countries of the European Neighbourhood Policy (ENP) programme	7-8	20-150	Pre- accession countries/ ENP countries

 $^{^{\}rm 3}$ Figures are indicative and might change during the course of the assignment.

⁴ The calendar of EFSA's events can be found at http://www.efsa.europa.eu/en/news/events.htm. Recurring meetings of EFSA's Scientific Panels are organised internally by EFSA without external support.



Meeting/event type	Annual frequency	Average # of participants	Location
VIP visits and gala events with etiquette and protocol requirements	1-2	10-50	EFSA seat/ Parma/ EU 28 Occasionally extra EU
EFSA open doors	1	Up to 600 visitors	EFSA seat
Media briefings	2-4	8-15	Brussels/ EU 28
Corporate events (not open to the public)			
Away-days and team building initiatives	15-20	20-30	Parma and surroundings
All-managers forums	1-2	60-80	Parma and surroundings
Summer party for EFSA staff and their families	1	600	EFSA seat

Tenderers should bear in mind that an increasing number of meetings and events is becoming hybrid and complements physical attendance with virtual participation of web viewers. The Contractor must be able to organise live web streaming services, videoconference links using virtual conferencing software (Lync, Skype, GoToMeeting etc.) or any other software and technlogy allowing the real time engagement of participants (Q&A chat modules, live polling systems, ideas clouds, social media plug-ins, matchmaking tools etc.). The Contractor will be duly briefed on a case-by-case basis when request for offers on individual assignments are sent.

The scope of individual assignments may include the services listed below. Requested services will be specified case-by-case for each assignment in a dedicated brief that will lead to the signature of an order form.

For all services that are not directly supplied by the Contractor (e.g. catering), EFSA will ask the Contractor to carry out a market search to identify subcontractors and local suppliers. The list of providers and their financial/technical proposals (including cancellation policies and fees) must be submitted to EFSA for selection on the basis of the best quality-price ratio. EFSA reserves the right to ask for more alternative financial proposals in case the offer proposed does not meet expectations

Costs of subcontracted services are considered as reimbursable costs to be supported by offers highlighting separately net amounts and VAT, for which EFSA is exempt⁵. The same is applicable to subcontractors' invoices supporting the payment to the contractor for the services provided

The services that may be required during contract implementation are listed in the following paragraphs:

⁵ Reference is made to Annex 3 "Draft Contract" for more details on VAT exemption for EU bodies.



(1) Project management and coordination activities

- Support the development of event flows based on briefing by EFSA.
- Plan operations and develop checklists, retro-planners and running sheets specifying milestones and deadlines for all parties from first briefing by EFSA to post-event evaluation.
- Identify, brief, coordinate and supervise subcontractors before and during the event to ensure the consistent implementation of event formats.
- Draft briefings for operational and support staff.
- General administration: budgeting, contract management and invoicing.
- Day-to-day project management from contract signature to delivery.

(2) Consultancy services

- Provide guidance and support to the development of event concepts and advise on the most appropriate formats and technical solutions to achieve given objectives.
- Recommend best-in-class moderators/facilitators having the expertise and profile required for a particular event.
- Plan and manage protocol and etiquette arrangements in consultation with EFSA including the liaison with competent authorities at a local, regional, national or EU/international level. Arrangements might cover: decoration, greeting lines and choreography, welcome at the airport, seating arrangements at conferences and social/gala events, invitation to local authorities as applicable. The Contractor may be required to prepare briefing documents for hostesses/stewards and/or EFSA's staff in charge of welcoming delegations.

(3) Event marketing

- Support the development of information campaigns to raise awareness about upcoming events and encourage potential participants to register. The Contractor may be asked to recommend the most appropriate channels to reach out to target audiences, tailor key messages and dissemination activities accordingly.
- Implement multichannel campaigns. This may include the design and production of print and digital materials, interactive PDF documents, multimedia tools and infographics as well as mass mailings⁶, multimedia campaigns and any other services ensuring the successful implementation of a communication handling plan.

(4) Safety and security

Develop, manage and produce the entire organization and documentation that will be required by EFSA's Health, Safety and Environmental Adviser (HSEA), relatively (for example and not limited to): the evaluation of risks and interference, security workers, their medical certificates, their specific training and any necessary qualifications, the regular contributions and anything else required for safety. EFSA may ask the same evidence for subcontractors, suppliers, self-employed workers, experts and professionals, who are not directly employed by the Contractor. The Contractor must be able, if required, to appoint one or more people responsible for safety, appropriately trained for the supervision and coordination of activities also if these are carried out by subcontractors. The Contractor must participate, with or without representatives of subcontractors, to any preparatory or coordination meetings scheduled by EFSA.

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⁶ For mass mailings, see paragraph 1.3.1.



Offer a security service acting in accordance to the directives given by EFSA's Security Officer (or an EFSA representative delegated by the Security Officer). The type of the security service required will be specified for each event in the briefing.

(5) Event management and online registration platform including web portal and engagement tools⁷

- Design and maintain mobile friendly event registration platform, web portals and event APPs.
- Design and manage tools to drive attendee engagement during events (e.g. matchmaking tools, live polls, ideas clouds, social media walls etc.).

(6) Delegate management from invitation to registration⁸

- Manage invitations, including follow-up and reminders.
- Monitor online registrations and create attendance reports. The Contractor is requested to alert EFSA if registration targets are not met and recommend corrective measures to achieve registration goals in case of significant deviations.
- Confirm attendance or dispatch any other relevant messages to registrants.
- Create and dispatch information packs for external participants including all relevant details about a meeting or an event.
- Create and manage the database of participants.

(7) Venue booking and management

- Identify, negotiate best rates and conditions and propose venues having the features described in the briefing. A comparative assessment of proposed venues is requested for EFSA to select the best option based on predefined criteria⁹.
- Continuous liaison with venues to ensure the correct implementation of desired event and meeting formats, including protocol, safety and security plans.
- Design and implementation of venue decoration and signage.

(8) Audio/video (A/V), IT, technical equipment and assistance

- Organise and supervise web streaming (audio/video), webinars, web- and teleconferences, video/audio recording services, based on briefing by EFSA.
- Identify and recommend the most appropriate technical solution meeting EFSA's requirements. The proposal shall be based on:
 - the requirements brought forward by EFSA in the previous point
 - the meeting venue facilities
 - the contractor's experience and technical knowledge
- Provide the technical equipment (hardware and/or software) necessary to deliver the solution agreed with EFSA in the previous point. Technical equipment may include, but not limited to, the following:
 - market-leading audio/video/web conferencing software and service;
 - MCU (Multi Conference Unit) including the software, and providing the service, referred to in previous point;
 - Microphone system;
 - Loudspeaker system;
 - Video camera system;

⁷ Please refer to paragraph 1.3.1 for more specific requirements.

⁸ This service is intended as highly automated. See paragraph 1.3.1.

⁹ E.g. accessibility from airports, availability of local transport and accommodation nearby, quality of meeting facilities, distance from main attractions, etc. Deleted: 1.4

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- Video output (projectors, TVs)
- Internet connection
- Ensure continuous qualified English speaking technical assistance throughout meetings and events.

(9) Accommodation booking and management

- Negotiate accommodation allotments¹⁰ (either prepaid by EFSA or paid by guests individually) in close proximity with meeting/event venues. As many rooms as possible should be booked in a minimum number of hotels.
- Negotiate room rates, complimentary rooms, cancellation fees and no-show policies. Ensure flexibility on release dates to accommodate planning changes. Reserved rooms have to be guaranteed (no overbooking).
- Collect and manage guest's reservations (e.g. through vouchers) and update rooming lists accordingly. Any updates such as changes, cancellations and late arrivals/early departures must be communicated to hotels in a timely manner to minimise penalties. Dispatch hotel vouchers and hotel confirmations to guests.

(10) Catering services

- Organise catering services, including the hire of furniture and cutlery for welcome coffees, coffee breaks, lunches and networking/reception cocktails during meetings and events. Attention should be paid to eating habits (e.g. vegetarian and vegan) and special dietary requirements (e.g. gluten/lactose free food), as well as social and environmental sustainability (e.g. measures to minimise food waste)¹¹.
- Ensure adequate setup and decoration of catering areas, including direction signs.
- Continuous liaison with suppliers to update the final number of confirmed guests.

(11) Working lunches and dinners

- Propose suitable restaurants (other than the venue) and present EFSA with recommendations to facilitate final choice.
- Coordinate with the selected restaurant and promptly communicate any changes in participation to avoid penalties.
- Prepare and dispatch logistical information (e.g. how to reach the restaurant and any other relevant details) about the restaurant.

(12) Social programme and entertainment

 Develop and organise social programmes during meetings and events. These might include music entertainment, cultural visits, guided and sightseeing tours, programmes for spouses and/or partners etc.

(13) Ground transportation of participants

 Organise shuttle/coach services (buses, minivans, cars), including staff (hostesses/stewards) to provide assistance. The Contractor is requested to present EFSA with a detailed plan of activities, including the recommended type of vehicles, for prior approval.

 $^{^{10}}$ As a standard practice EFSA offers single room accommodation or double room for single use in good quality hotels (four or three stars). Ceilings on room rates per night will be indicated in the briefing of each event. Room rates shall include breakfast. Double rooms will be organised only upon request for spouses/partners and the additional cost will be at the participant's expense.

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11 To facilitate networking EFSA favours standing lunches with grab-and-go options rather than traditional plated meals. In the selection of menus, the FLOSS (Fair - Local- Organic - Seasonable - Sustainable) principle should be applied as much as possible.



- Prepare arrival and departures plans and passenger lists.
- Organise reception/welcome desks at airports/hotels/venue.
- Ensure the 24-hour availability of a transport manager for assistance.

(14) Badges, nameplates and conference packs

- Design and supply badges, nameplates and any other materials with possibility to print them on the spot during meetings and events¹². This might include smart badges or other event-tech solutions replacing traditional paper/plastic badges to drive attendee engagement.
- Design, supply and assembly conference folders and welcome packs.

(15) On-site assistance to delegates and participants

The Contractor may be asked to organise the on-site assistance to delegates and participants. Support staff (hostesses and stewards in uniform) must be fluent in English and in any other languages required by EFSA in the brief (C1 certification according to the Common European Framework of Reference for Languages - CEFR). Good IT knowledge and command of Office tools is required. Specific tasks include:

- Check-in of participants during meetings/events and general information service. The service should be organised in a way that waiting time at the registration desk is as short as possible (2 minutes max during peak times). Tracking of attendance might be electronic (via QR or barcode readers¹³).
- Organisation and distribution of badges, conference materials, conference kits and any other event materials.
- Management and supervision of cloakroom and luggage room.
- Assistance in meeting rooms (e.g. assistance to presenters with PPT presentations, distribution of documents to interpreters, verification/change of nameplates after each session, smooth management of Q&A sessions with WI-FI microphones).
- Support to attendees requiring special assistance.

(16) Interpretation services

- Organise interpretation services (i.e. simultaneous and consecutive interpretation, *chuchotage*) and provide the relevant technical facilities and equipment.
- Compile and dispatch preparatory background documents to interpreters.

(17) Exhibition stands and info points

 Design and produce exhibition stands and info points in EFSA events or events organised by third parties in which EFSA's corporate presence will be organised.

(18) Shipment of publications and stand/conference materials

- Organise the pickup and delivery of publications and/or stand/conference materials from/to EFSA premises to/from external venues in EU and beyond. Shipment shall be organised through suppliers that can guarantee pickup and delivery on given dates, if so requested by venues.
- If transported materials include reusable banners and nomadic pop-up structures, insurance is required if these are lost or damaged during transportation.

12 See paragraph 1.3.1

¹³ See paragraph <u>1.3.1</u>

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(19) Post-event and reporting services

- Develop and process feedback surveys after meetings and events¹⁴.
- Post-event reporting. Preferred formats are infographics for flash reports (max 2 pages with key facts and figures, to be submitted within 5 days after the last event day) or a traditional Word document for more detailed reports with in depth analysis of an event's outcome (expected document length shall be between 5 and 10 pages excluding annexes, to be submitted within 30 days after the event. The report should contain: (1) a critical description of the work carried out by the Contractor and its subcontractors and a comparison between planned and actual work; (2) a detailed analysis of KPIs, costs and ROI; (3) an analysis of criticalities and room for improvement as well as success factors; (4) a list of lessons learned and recommendations.
- Transcription of meeting debates. Final report to be submitted in editable format (i.e. Word) in English within 2 working days after the last meeting/event day.
- Editing of video/audio recordings.

(20) Other services

Other services might include (non-exhaustive list):

- Design and produce promotional materials (e.g. gadgets and give-aways).
- Organise photo shootings during events and official visits. Photographers shall be able to select best shots on the spot for immediate dissemination via social media. Other pictures shall be transferred electronically within 2 days from the event.
- Provide technical/specialised staff (e.g. minute takers).
- Prepare press clippings and media coverage reports.

(21) Extra-muros assignments of Contractor's staff

The Contractor's staff will be required to attend preparatory/briefing meetings at EFSA, participate to inspection visits to qualify suitable event venues or supervise events in any venue they may take place.

EFSA may also request the Contractor to provide continuous support to long-lasting projects. In this instance, the Contractor's staff shall be seconded to EFSA premises for a continuous period of time ranging from several weeks up to several months depending on the scope and complexity of assigned tasks.

Any tasks carried out by the Contractor's staff outside its premises will be considered as *extra-muros* activities. EFSA may request *extra-muros* support from the following profiles¹⁵:

- Senior profiles: Account Director, PR/Media Consultant, Art Director, Web Architect.
- Technical profiles: Event Manager, Graphic Designer, Web Designer.
- Junior profiles: Event/Meeting Assistant, Media Assistant.

Extra-muros rates are intended as daily rates, where 1 working day corresponds to 8 hours. The Contractor's staff shall track the time worked in a timesheet (the template will be provided by EFSA). At the end of each assignment, the Contractor's staff shall submit a timesheet to EFSA's project manager for prior approval before invoicing.

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¹⁴ See paragraph <u>1.3.1</u>

¹⁵ Please refer to Annex 7 for a detailed description of tasks per profile.



EFSA will only pay for the time actually worked and tracked by the Contractor to carry out an assignment. Travelling time to reach the place of work or the venue or the meeting/event place will not be eligible.

Extra-muros rates shall **include** subsistence costs incurred by staff (e.g. meals, accommodation, local transport etc.) and **exclude** return trip travel costs, as these will paid as lump sums based on the shortest itinerary¹⁶ between the Contractor's headquarters and the place where *extra-muros* assignments are carried out:

Distance	Lump sum (per return trip)
0 to 100 km	€ 0
101 to 200 Km	€ 50
201 to 500 km	€ 150
501 to 1000 km	€ 250
1001 to 2000 km	€ 350
2001 to 3000 km	€ 450
Over 3000 km	€ 500

One only travel lump sum per staff member will be paid in conjunction with extra-muros activities, independently from the length of the assignment.

1.3 TASKS, DELIVERABLES, TIMELINE AND PAYMENTS

#	Tasks	Can task be subcontracted? ¹⁷	Deadline for finalisation
1	Project management and coordination activities	Yes	to be defined in each order form
2	Consultancy services	Yes	to be defined in each order form
3	Event marketing	Yes	to be defined in each order form
4	Safety and security	Yes	to be defined in each order form
5	Event management and online registration platform including web portal and engagement tools	Yes	to be defined in each order form
6	Delegate management from invitation to registration	Yes	to be defined in each order form
7	Venue booking and management	Yes	to be defined in each order form
8	Audio/video (A/V), IT, technical equipment and assistance	Yes	to be defined in each order form
9	Accommodation booking and management	Yes	to be defined in each order form
10	Catering services	Yes	to be defined in each order form

 $^{^{\}rm 16}$ Route to be calculated with Google Maps.

¹⁷ If a subcontractor provides the whole or a very large part of the financial capacity OR executes the whole or a very large part of the tasks, EFSA may demand that that the subcontractor signs the contract.



#	Tasks	Can task be subcontracted? ¹⁷	Deadline for finalisation
11	Working lunches and dinners	Yes	to be defined in each order form
12	Social programme and entertainment	Yes	to be defined in each order form
13	Ground transportation of participants	Yes	to be defined in each order form
14	Badges, nameplates and conference packs	Yes	to be defined in each order form
15	On-site assistance to delegates and participants	Yes	to be defined in each order form
16	Interpretation services	Yes	to be defined in each order form
17	Exhibition stands and info points	Yes	to be defined in each order form
18	Shipment of publications and stand/conference materials	Yes	to be defined in each order form
19	Post-event and reporting services	Yes	to be defined in each order form
20	Other services	Yes	to be defined in each order form
21	Extra-mustos assignments of Contractor's staff	Yes	to be defined in each order form
#	Payments		Linked to approval by EFSA of deliverable #
NA	The payment modalities applicable to each order form are detailed in the draft framework contract		Not applicable

Bank costs incurred by the contractor when paying a sub-contractor in another currency will be in charge of the contractor. In addition the exchange rate will be applied in accordance with art II.21.3 Conversion of the contract

Order forms shall be drafted using the methods below, which are reflected in the financial offer template (Annex 1) that will serve as price list during contract implementation. If not stated otherwise, service fees will be intended as a **lump sum rate** for the provision of a service package.

Group 1: fixed price (FP)

Orders shall correspond to predefined fixed unit prices per service multiplied by the number of requested units. This model applies to the following services:

- Project management and coordination activities (1)
- Delegate management from invitation to registration (6)
- Venue booking and management¹⁸ (7)
- Organisation of audio/video (A/V), IT, technical equipment and assistance¹⁹ (8)

 $^{^{\}rm 18}$ Venue-related costs will be reimbursed upon presentation of supporting payments.

¹⁹ Rental costs and onsite technical assistance provided by subcontractors during meetings and events will be reimbursed upon presentation of supporting invoices.



- Accommodation booking and management²⁰ (9)
- Catering services during meetings and events²¹ (10)
- Organisation of working lunches and dinners²² (11)
- Organisation of ground transportation of participants²³ (13)
- On-site assistance to delegates and participants²⁴ (15)
- Interpretation services²⁵ (16)
- Shipment of publications and stand/conference materials²⁶ (18)

Group 2: time and means (TM)

Orders shall correspond to a number of hours/man-days to carry out defined tasks. EFSA will specify the tasks to be executed and negotiate with the Contractor a total number of man-days/hours to complete them. Unless otherwise stated, the tasks below are considered as *intra-muros*²⁷ activities. This model applies to the following services:

- Consultancy services (2)
- Event marketing (3)
- Safety and security²⁸ (4)
- Event management software, online registration platform, web portal and engagement tools (5)
- Social programme and entertainment²⁹ (12)
- Badges, nameplates and conference packs³⁰ (14)
- Exhibition stands and info points³¹ (17)
- Post-event and reporting services (19)
- Other services as described in Paragraph 1.2 (20)
- Extra-muros assignments of Contractor's staff as described in Paragraph (21)

1.3.1 EVENT MANAGEMENT SOFTWARE AND REQUIREMENTS ON DATA PROCESSING IN CLOUD-BASED SOLUTIONS

EFSA is testing several cloud-based event management software solutions available on the market with the ambition to progressively automate its event management processes in the coming years.

In delivering its services, the Contractor may be requested to use specific software adopted by EFSA as part of its IT landscape or to propose an own solution. Any software proposed by the Contractor to deliver its services shall be agreed-upon by EFSA prior to implementation, be cloud-based and comply with the related data protection requirements applied in the EU:

Respect of data quality principles: Personal data can be processed in cloud computing solutions for a specified, explicit and legitimate purpose. The personal

 $^{^{20}}$ Room rates, when prepaid by EFSA, will be reimbursed upon presentation of supporting invoices.

²¹ Catering costs will be reimbursed upon presentation of supporting invoices.

²² Restaurant costs will be reimbursed upon presentation of supporting invoices.

²³ Transportation costs (e.g. coach buses) will be reimbursed upon presentation of supporting invoices.

²⁴ Fees shall include the daily rates of hostesses and stewards (lump sum per participant).

²⁵ Fees shall include the daily rates of interpreters (turn-key cost per language per day). Technical costs (e.g. hire of booths and headphones) will be reimbursed upon presentation of supporting invoices.

²⁶ Shipment costs (e.g. courier) will be pred upon presentation of supporting invoices.

²⁷ Activities carried out by Contractor's staff at its headquarters.

²⁸ Subcontracted services (e.g. security guards) will be reimbursed upon presentation of supporting invoices.

²⁹ Subcontracted services will be reimbursed upon presentation of supporting invoices.

 $[\]frac{30}{31}$ Design only. Production costs to be reimbursed upon presentation of supporting invoices. $\frac{31}{31}$ Excluding production costs, to be reimbursed upon presentation of supporting invoices.



data processed must be adequate, relevant and not excessive in relation to the purpose for which they are collected. They also must be accurate, kept up to date in a form which permits for the identification of the data subjects for no longer than necessary for the purpose for which these were collected and further processed;

- Territoriality of datacentres: The cloud service provider including any of its subcontractors or consortium partners, may only store (incl. backups) and treat personal data using datacentres or similar premises, located on the territory of the European Economic Area (EEA) + Switzerland. Every additional data storage and/or treatment location within the EEA envisaged during the period of implementation of the contract must be communicated in advance to EFSA;
- Data transfers outside EEA: Any transfer of personal data under the contract to third countries not subject to Directive 95/46/EC shall fully comply with the requirements laid down in Article 9 of the <u>Data Protection Regulation (EC) No 45/2001</u> and the update Regulation, which at the moment of writing these tender specifications is in the legislative adoption process between the EU Institutions;
- Audits: The cloud service provider shall regular have third party independent audits and may provide EFSA with the relevant reports. In addition, the provider may accept onsite audits by or on behalf of EFSA in the event of a data breach or in follow-up to regulatory requirements (i.e. the European Data Protection Supervisor);
- Back-ups, logs and audit trails: The cloud service provider shall at any time be able to promptly provide EFSA with a comprehensive list of measures on back-ups as well as lists of logs and audit trails on the cloud system operations which EFSA in its capacity of controller should be empowered to monitor and audit without restrictions;
- Personal data breaches: The cloud service provider has an obligation to inform EFSA, within 48 hours of detection, of any information security incident affecting personal data ("personal data breach notification"), indicating which EFSA data was or potentially was accessed/modified/copied/made available to non-authorised persons. The provider remains responsible for such personal data breach and is subject to damage repair and penalties except if the origin is due to a fault of EFSA and one or more of its staff. In addition, the cloud service provider is required to implement internally appropriate mechanisms to deal promptly and effectively with personal data breaches and security incidents;
- Access by law enforcement bodies: EFSA's data is protected by the Protocol of Privileges & Immunities applicable to the EU Institutions and Bodies, which means that they are inviolable and shall be exempt from search, requisition, confiscation or expropriation. The property and assets of the Union shall not be the subject of any administrative or legal measure of constraint without the authorisation of the European Court of Justice. In its capacity of controller, EFSA must be notified of any request to access the data without undue delay and in any event before the request is granted;
- Data portability and erasure: After the termination of the service provision the parties shall jointly agree in writing on the way the EFSA data will be handled, which may include the transfer of the data at no cost and in a commonly agreed format to a newly contracted service provider ("data portability"). After such transfer has been made and upon termination of the service order/contract, all



EFSA data shall be deleted in a secure and irreversible way from the storage media and data centres, including back-ups. The cloud service provider shall notify EFSA in writing once the suppression of EFSA data from its systems has been completed.

The event management software shall host event websites and the entire registration process in one user friendly platform allowing the following actions³²:

(1) Online registration

- Create online registration processes for events/meetings of all sizes and types
- Create dynamic registration paths based on contact category, such as speaker, reimbursed participant or attendee
- Designate required input fields
- Turn on mobile friendly registration form
- Send automated emails to attendees with specific attendee type
- Restrict registration to only those contacts on an invitation list
- Option to password-protect registration process
- Allow bulk registrations of a group all at once
- Allow individuals (e.g. assistant) to register and manage registration on behalf of the attendee(s)
- Support registrant upload of documents such as presentations, biographies or other meeting documents
- Accept registration modifications or cancellations up until specified dates
- Allow pre-screening of registrations to accept or reject registrants and custom messaging accordingly

(2) Agenda and session management

- Create either included or optional sessions
- Allow registrants to search for sessions and build their own agenda
- Decide if overlapping sessions/meetings/events can or cannot be selected
- Ask registrants conditional questions only after sessions are chosen
- Deliver post-event questions only to attendees of specific sessions
- Associate speakers/chairpersons to sessions
- Add session descriptions
- Clone or copy sessions/meetings/events and registration forms
- Allow registrants to add event/meeting and/or sessions to their Outlook calendar upon confirmation of attendance by EFSA
- Automate waiting list per session/event/meeting
- Receive automated alerts regarding proximity to session/event/meeting capacity
- Build dynamic, multi-track, multi-session/event/meeting registration process
- Limit selection of sessions/activities/events/meetings to specific invitees groups
- Set registration rules such as minimum number of required sessions

(3) Mobile check-in application

- Check registrants into the meeting/event while onsite
- QR or barcode badge scanning to check in or search for a registrant in the participants list
- Real-time dashboard reporting within the APP for event/meeting planners

 $^{^{32}}$ The list of features has been created by analysing the most popular cloud-based event management software solutions currently available on the market.



- Automatic data synchronisation between the platform and the mobile check-in application
- Functional online and offline
- Register new attendees onsite
- Check-out attendees and track the amount of time they spent in an event/meeting/session
- Connect multiple wireless scanners for rapid check-ins
- Collect signatures from attendees while checking in/out
- Track who attended which meeting/session
- Kiosk mode to provide attendees a self-service check-in

(4) Onsite event/meeting management

- Manage onsite registration as logged-in staff user
- Print badges, name plates, attendee lists and sign-in sheets onsite
- Facilitate self check-in or new registrations via onsite desktop kiosks
- Enable registrants to self-produce badge, agenda, certificate of attendance

(5) Surveys

- Create post-event/meeting surveys for attendees, cancellation surveys for cancelled registrations and regret surveys for declined invitees
- Create question with advanced logic and dependencies (e.g. ask sub-questions based on responses)
- Set survey opening and closing dates
- Automated emailing of surveys to attendees, including automated reminders to those who have not responded up to the survey closing date
- Real-time dashboard reporting on survey results

(6) Event marketing and mailings

- Provide an invitation design module to create, save and re-use customised email templates matching EFSA's branding
- Email invitations, reminders, registration confirmations and post-event surveys
- Deliver customised confirmations and notifications to registrants
- Create distribution lists to segment contacts into different audiences
- Send emails in HTML or plain text
- Use multiple mail-merge data tags (e.g. name and title), to personalise emails
- Chose "Sent from" name per email and customise "Reply to" email address
- Automatically copy an administrative assistant on all emails to registrants
- Tailor messaging to unlimited targeted lists
- Pre-set and customise emails for each defined targeted list
- Set invitation reminders to repeat every X days for unresponsive invitees
- Schedule specific dates/times for every email within a campaign
- Easily resend confirmations, itineraries or personal agendas
- Drop personal QR or barcodes into confirmation emails for scanned check-in
- Insert question response values into emails
- Run email content analysis tool to avoid being marked as spam
- Track email delivery rates, open rates and click-through rates
- Allow email recipients to manage subscriptions and update contact information
- Allow one-click opt-out option
- Email newsletters, announcements and other communications



(7) Attendee management

- Register on behalf of attendees on the backend
- Find invitees quickly with advances search
- Search for invitees who abandoned registration and send follow-up emails
- Design and print badges with barcodes and QR codes
- Create mailing labels and attendance certificates
- Manually mark participant status when and event ends
- Upload attendance list at overall event/meeting or session level
- Pull event/meeting and session attendee lists for event staff
- Produce certificates of attendance

(8) Custom event websites

- Create, save and re-use event website design templates matching EFSA's branding (no HTML knowledge required)
- Create mobile-friendly version of the event website
- Optionally secure event website by requiring a password to view the content
- Social networking integration with the major networks (Facebook, Twitter, Linkedin etc.) to allow registrants instantly promote the event
- Upload and share key documents for online viewing
- Track the traffic of the event website and registration pages
- Include links to related websites
- Track registrations coming from social shares
- Configure event URL to include event name

(9) Contact management

- Store contacts in one central database
- Allow import/export of contacts using Excel
- Enable contacts to update their own information
- Create custom contact groups
- Merge duplicate contacts into one contact-record
- Advanced search
- Segment contact database based on specific criteria

(10) Backend and workflow tools

- Multi-user access
- Validate event before launch
- Set email alerts to planner for registrations, waitlists, travel requests, capacity limits hit etc.
- Build internal calendar for all events
- Manage media and document libraries

(11) Reporting

- Create customised dashboard views of registration, event marketing and customer satisfaction data for real-time consultation
- Create unlimited custom reports using charts and infographics to make presentation-ready flash reports
- Measure and aggregate metrics with cross-event reports
- Export reports in Excel and PDF



(12) Customer support

- User-friendly interface to create events/meetings quickly and easily
- Customer support available within short notice (24 hours max)
- User quidelines

In addition, during contract implementation EFSA <u>may</u> consider requesting the Contractor to implement additional features. The list below (not exhaustive) only provides an indication of possible areas of further development that may be explored during contract implementation:

- Backend and workflow tools:
 - Assign event launch approval rights to specific users only
 - Delegate tasks and projects to staff and manage those with automated reminders
 - Track completion of tasks
 - Organise and manage speaker profiles and schedules with a speakers library
 - Utilise filters to configure tailored calendar views for planners
- Budget management:
 - Build event budgets based on fixed costs, variable costs or a combination
 - Monitor budget by categories and sub-categories
 - Design customised budget templates
 - Analyse average cost per attendee
 - Calculate total meetings spend per business unit or cost centre
 - Generate reports, export to Excel, manipulate and import back in
 - Create customised dashboard views of budget data
- Integrate other database/systems with the software using API
- Create and associate resources (e.g. meeting rooms) to be used for a specific session/meeting/event and book them in Outlook calendars
- Design and host calendar view of multiple upcoming event
- Travel and accommodation management:
 - Collect hotel and departure/arrival flight and train requests
 - View registrants travel request history
 - Grant hotels or travel agents access to relevant reports to process travel/accommodation requests
 - Import registrants flight details
 - Ask custom questions on travel request forms
 - Automate email notification for travel requests and modifications
 - Gather additional information such as seating preference
 - Block off rooms for attendees based on negotiated room blocks
 - Set shoulder dates to enable registrants to request pre and post event rooms
 - Monitor room blocks across all properties in real-time
 - Track and manage roommate requests

1.3.2 ENVIRONMENTAL SUSTAINABILITY AND SOCIAL RESPONSIBILITY

EFSA embraces the principles of environmental sustainability and social responsibility in event management. In delivering its services, the Contractor will be requested to provide guidance and support to EFSA in controlling the social, economic and environmental impact of its meetings and events, and to track impact through the identification of appropriate indicators.



This will be applied to (the list is not exhaustive):

- The selection of venues, hotels, caterers and subcontractors respecting the same values and principles.
- The use of recycled materials or materials coming from responsible sources.
- The combination of venues and hotels located in close proximity one to another to limit the use of ground transportation.
- Venue setups and decoration that minimise the use of polluting materials such as PVC in favour of reusable or recyclable materials.
- A minimal use of printouts in favour of digital info packs and meeting folders.
- The selection of gadgets and give-aways made from recycled materials and/or supporting social projects.

1.3.3 SERVICE LEVEL AGREEMENTS

The following service level agreements (SLA) will apply to all assignments by default:

- For each project, the Contractor shall nominate one Event Manager acting as a **single point of contact** vis-à-vis EFSA for the whole duration of the assignment despite the number of team members, subcontractors and suppliers he/she will coordinate.
- In case the Event Manager acting as single point of contact or staff delivering long-term *extra-muros* services become unavailable during the execution phase of a project, the Contractor is requested to promptly inform EFSA and take immediate action to **ensure business continuity** through the appointment of another staff member who could act as a backup and take over the assignment on a temporary or permanent basis with minimal impact on the project.
- The Contractor shall acknowledge the receipt of messages from EFSA within 1 working day from reception and address queries in a timely manner³³.
- Depending on the complexity of an assignment, the Contractor will be given a predefined deadline to submit a technical and financial offer to fulfil a mandate:
 - For basic assignments: within 5 working days from reception of EFSA's briefing (request for offer)
 - For assignment of a medium complexity: **within 10 working days** from reception of EFSA's briefing (request for offer)
 - For complex assignments: within 15 working days from reception of EFSA's briefing (request for offer)

If deadlines cannot be met, the Contractor shall promptly inform EFSA about the state of play of negotiations with subcontractors and renegotiate a different deadline. Failure to comply with set deadlines shall be justified in written no later than 5 working days before the target date for assignments of medium complexity and 10 working days for complex assignments. EFSA will proceed with the signature of order forms within 10 working days from the receipt of a complete and correct proposal from the Contractor. The activities cannot start before the signature of the order forms by both parties.

³³ EFSA acknowledges that the time to address each query might vary based on the complexity of the request.



- Any environmental/operational/financial/project risks surfacing during the lifecycle of an assignment shall be duly analysed and communicated to EFSA as soon **as they are detected** for the joint definition of a risk response strategy.
- The Contractor shall ensure the full compliance with the terms and conditions of the framework contract as well as order forms.
- The quality of services delivered by the Contractor will be assessed based on a post event survey sent to all attendees to measure the external customer satisfaction rate. To meet expectations, events shall obtain a cumulative positive³⁴ feedback from at least 80% of respondents on organisational and logistical matters³⁵. For the survey to be valid, at least 60% of the event participants must have participated to the survey
- To avoid rework and unnecessary administrative burden the Contractor is required to ensure that all financial quotes/offers and final balances for pre-invoicing check shall be arithmetically correct before being shared with EFSA.

ID	SLA	Maximum # of deviations	Penalty scheme ³⁶
SLA01	Single point of contact	2 per year of contract implementation	Written acknowledgement of deviation by the Agency
SLA02	Business disruption due to lack of business continuity plan	No deviation	Penalty of 15%
SLA03	Acknowledgement of incoming requests within 1 working day from reception	2 per assignment	Written acknowledgement of deviation by the Agency
SLA04	 Submission of offer within 5 working days for basic assignments, 10 working days for assignments of medium complexity and 15 working days for complex assignments Timely communication of failure to comply with predefined deadlines 	2 per year of contract implementation	Written acknowledgement of deviation by the Agency
SLA05	Timeliness of communication concerning risks	No deviation	 Neglected disruptive³⁷ risks: penalty of 50% Neglected non-disruptive³⁸ risks: penalty of 5%
SLA06	100% compliance with contractual terms and conditions	No deviation	Written acknowledgement of deviation by the Agency

³⁴ Possible scores: Excellent, Good, Average, Below Average, Poor. Positive feedback = Excellent + Good.

³⁵ The list of questions will be agreed with the Contractor prior to dissemination.

³⁶ Penalties will be deducted from the Contractor's service fees of the relevant assignment upon payment of the final balance invoice.

37 Risks that may compromise the feasibility or the outcome of an event, generate financial loss and/or

reputational damage if they occur.

38 Risks that may result in operational delays without impacting budget, reputation and the feasibility or the

outcome of an event.



ID	SLA	Maximum # of deviations	Penalty scheme ³⁶
SLA07	80% of positive feedback from participants	2 per year of contract implementation	 Positive score between 70 and 79%: penalty of 5% Positive score between 60 and 69%: penalty of 15% Positive score between 50 and 59%: penalty of 25% Positive score <50%: penalty of 50%
SLA08	100% arithmetical correctness of financial files	1 per quote 1 per final balance	Penalty of 10% for the affected assignments if more than 1 mistake per document is reported

EFSA's event planner will be in charge of monitoring and documenting deviations from the Service Level Agreements.

No penalty scheme will be implemented during Q1 of contract implementation to facilitate the Contractor's on-boarding and familiarisation with the framework contract. After this period, failure to comply with Service Level Agreements shall result in the immediate implementation of the penalties listed in the table above and in the definition of agreed-upon corrective measures to address underperformance.

At EFSA's request the Contractor must replace personnel that has proven as being incapable of carrying out the specified tasks and/or do not comply with the predefined performance criteria.

EFSA may terminate the framework contract if:

- the number of incidents reported by EFSA in written procedure (registered letter)
 during contract implementation exceeds five over the whole period, and/or
- if recurring issues are not properly addressed, and/or
- in case of serious breach of contractual terms and conditions.

1.3.4 CANCELLATION OF CONFIRMED ASSIGNMENTS

Each request by EFSA will lead to the signature of a dedicated order form serving as the legal confirmation of an assignment. In case an assignment is cancelled by EFSA after the signature of an order form, liquidated damages will be recognised to the contractor as described in the paragraphs below:

Reimbursable costs

Before reimbursing 100% of costs already incurred by the contractor (i.e. subcontracted services not covered by the price list), the cancellation policies of the sub-contractors must be provided together with supporting documents (i.e. invoices, proof of payment of EFSA' contractor) serving as evidence of a completed payment to third parties.

Price list items

For price list items, the following terms will apply:



Item	Applicable terms
Group 1 (fixed price items)	 Cancellation made less than 5 calendar days before the delivery/completion date of a service as indicated in the order form: 90% of the amount due for the service. Cancellation between 30 and 5 calendar days before the delivery/completion date of a service as indicated in the order form: 75% of the amount due for the service. Cancellation between 60 and 30 calendar days before the delivery/completion date of a service as indicated in the order form: 50% of the amount due for the service. Cancellation between 90 and 60 calendar days before the delivery/completion date of a service as indicated in the order form: 35% of the amount due for the service. Cancellation made more than 90 calendar days before the delivery/completion date of a service as indicated in the order form: 20% of the amount due for the service.
Group 2 (time and means items)	Payment subject to EFSA's approval of a time sheet indicating the worked hours of contractor's staff until the cancellation date of the assignment.

1.4 INFORMATION ON THE CONTRACT

Type of contract: framework contract (FWC)

Type of FWC: multiple FWC in cascade

Max number of possible framework Contractors:

Nature of expense: Services

Duration of FWC: one year + automatic renewal up to 3 times for an overall

maximum duration of four consecutive years.

Budget information: The financial ceiling available under the framework

contract during an overall maximum period of four consecutive years is 5.000.000€. A contingency of 10% and possible price indexations are already included in this

ceiling.

Price indexations: Indexation will be applicable to <u>services daily rates</u>: the

daily rates proposed in the offer of the winning tenderer will be allowed for indexation as of the second contract

year following the rules stipulated in the draft FWC.



Possible increase of FWC envelope:

By virtue of article 134 (1)(e) and article 134 (4) of the Rules of Application of the Financial Regulation, EFSA reserves the option to launch further negotiated procedure, with the Contractor chosen as a result of the present call for tender, for new services consisting in the repetition of similar services during the three years following the signature of the original contract. The increase will not go beyond 50% of the original envelope of 5.000.000€.

As regards the mechanism of implementation of the FWC please refer to the **EFSA Guidance for tenderers** available at EFSA website.

1.5 OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

As regards any product or delivery commissioned by EFSA and developed by the Contractor in the context of the contract resulting from this call for tenders as well as source codes of IT applications and models developed for EFSA, the intellectual property rights will be owned by EFSA only, in its capacity as financial source of the contract. The Contractor cannot file a trademark, patent, copyright or other IPR protection scheme in relation to any of the results or rights obtained by EFSA in performance of the contract, unless the Contractor requests EFSA ex-ante authorisation and obtains from EFSA a written consent in this regard.

If the results are not fully created for the purpose of the contract this should be clearly pointed out in the tender. Information should be provided about the scope of pre-existing materials, their source and when and how the rights to these materials have been or will be acquired.

The draft contract attached in **Annex 3** contains further provisions on ownership of intellectual property rights. All quotations or information the tenderer provides in the

technical and financial offer for EFSA which originates from other sources to which third parties may claim rights, have to be clearly marked in the offer in a way allowing easy identification (source publications, including date & place, creator, number, full title etc.). The tenderer shall take account of the above specification on ownership and copyrights in their technical and financial offer.

SPECIFIC INFORMATION ON INTELLECTUAL PROPERTY RIGHTS:

As regards any product or delivery commissioned by EFSA and developed by the contractor in the context of the contract resulting from this call for tenders as well as source codes of IT applications and models developed for EFSA, the intellectual property rights will be owned by EFSA only, in its capacity as financial source of the contract. The contractor cannot file a trademark, patent, copyright or other IPR protection scheme in relation to any of the results or rights obtained by EFSA in performance of the contract, unless the contractor requests EFSA ex-ante authorisation and obtains from EFSA a written consent in this regard.

In addition, the contractor selected as a result of the present procurement procedure shall be solely responsible and liable for the following:



- To ensure that terms and conditions asserted by any copyright holder of publications or information referred to in the final deliverable for EFSA are fully satisfied;
- To make the necessary arrangements enabling EFSA to reproduce and make non-commercial use of publications and information referred to in the final deliverable it commissioned. As needed, the contractor shall consult with copyright licensing authorities (i.e. at national level) for guidance on purchasing copyright licenses to reproduce any publications provided to EFSA. The contractor remains solely responsible and liable for obtaining all necessary authorizations and rights to use, reproduce and share the publications provided to EFSA

PARTS OF RESULTS PRE-EXISTING THE CONTRACT

If the results are not fully created for the purpose of the contract this should be clearly pointed out in the tender. Information should be provided about the scope of pre-existing materials, their source and when and how the rights to these materials have been or will be acquired.

EFSA does not acquire ownership or any license of pre-existing rights not incorporated in the deliverables. The full ownership is limited to the deliverables, which might include licensed pre-existing rights on excerpts, parts, texts etc., if fully or partially incorporated in the final deliverables.

The draft contract attached in **Annex 3** contains further provisions on ownership of intellectual property rights. All quotations or information the tenderer provides in the technical and financial offer for EFSA which originates from other sources to which third parties may claim rights, have to be clearly marked in the offer in a way allowing easy identification (source publications, including date & place, creator, number, full title etc.). The tenderer shall take account of the above specification on ownership and copyrights in their technical and financial offer.



PART 2 | EVALUATION - HOW WILL YOUR OFFER BE ASSESSED?

In case you apply as a group of economic operators in a joint offer or if your offer envisages the use of subcontractors, please also refer to the **EFSA Guidance for tenderers**.

2.1 OPENING OF OFFERS

The main aim of the public opening session is to check whether the offer received was dispatched within the closing date for tender receipt³⁹ and that the tenders are electronically protected until the official opening.

2.2 ORDER OF EVALUATION

Tenderers should note that the content of their offers will be assessed in the following pre-defined order: Exclusion criteria; Selection criteria (Technical & Professional capacity); Compliance with tender specifications; Award Criteria (Quality and Price).

2.3 GROUNDS FOR EXCLUSION

The offers declared admissible during the opening session will be further verified against the eligibility and the exclusion criteria.

As regards the eligibility of the tenderers to submit an offer following this call please refer to the <u>EFSA Guidance for tenderers</u> available at EFSA website. Only offers from tenderers established in eligible countries will be allowed to the next step of the evaluation – exclusion criteria verification.

Tenderers must not be in one of the exclusion situations listed in the <u>EFSA Guidance for tenderers</u> available at EFSA website.

Evidence requested in the offer:

Tenderers must declare that they are not in one of the exclusion situations by providing a signed and dated <u>Declaration on Honour on exclusion criteria</u>, available in **Annex 4**. In case of a joint offer from a group of economic operators, such declaration should be submitted for each member of the group. Evidence may be requested in support of this declaration to the successful tenderer.

<u>For info:</u> EFSA will request further supporting evidence, from the awarded tenderers, prior to the signature of the framework contract. Such requested evidence will be specified in the award letter and will have to be provided to EFSA before the framework contract is signed.

2.4 SELECTION CRITERIA

The offers from tenderers declared eligible and not in one of the exclusion situations will be further verified against the selection criteria.

³⁹ Do not wait until the last day to upload your offer. Responsibility rests with you to ensure that your tender is fully, completely and correctly uploaded before the time limit for receipt. Failure to respect the time limit for receipt will result in the rejection of your offer for non-compliance with the deadline for tenders.



A) ECONOMIC AND FINANCIAL CAPACITY:

The tenderer must have the following economic and financial capacity to perform the contract, in particular the tenderer must have generated an overall annual turnover of at least 1.750.000 € in each of the last 3 closed financial years (2015, 2016 and 2017).

Evidence requested in the offer:

Tenderers must declare that they fulfil the economic and financial criteria indicated above by providing a signed and dated <u>Declaration on Honour on selection criteria</u>, available in **Annex 5**. In case of a joint offer from a group of economic operators, such declaration should be completed by the leading partner.

EFSA will request further supporting evidence (proof of annual turnover), from the awarded tenderer, prior to the signature of the framework contract. Such requested evidence will be specified in the award letter and will have to be provided to EFSA before the framework contract is signed.

B) TECHNICAL AND PROFESSIONAL CAPACITY:

The tenderer must have the technical and professional capacity to perform the contract in accordance with the specifications below. In accordance with article 148(6) RAP, if EFSA, based on the assessment of the technical and professional capacity evidence, concludes that the tenderer has a professional conflicting interest and therefore does not possess the professional capacity to perform the contract to an appropriate quality standard, the tenderer may be rejected.

The tenderer must have the following **minimum professional capacity** to perform the contract:

- have an extensive and proven experience (at least 5 years) in delivering a full package of professional conference organisation (PCO) services at an Italian, European and international level;
- b. be able to provide a team of experts 40 compliant with these minimum expertise requirements:
 - Senior profiles: at least 8 years of relevant professional experience
 - Technical profiles: at least 3 years of relevant professional experience
 - Junior profiles: at least 1 year of relevant professional experience
- c. the Account Director and each Event Manager must have an excellent⁴¹ level of spoken and written English. In addition, at least two Event Managers should also have an excellent⁴² level of spoken and written Italian.

The overall Account Director will act as an entry point for all service requests and for general issues concerning the framework contract. The Account Director shall come from the Contractor or consortia lead partner in case of a consortium. He/she will be supported by a team of Event Managers who will be assigned to single projects.

⁴² See previous note.

 $^{^{}m 40}$ Please refer to ${\bf Annex}~{\bf 7}$ for the list of requested profiles and competencies.

⁴¹ Level C1 according to the Common European Framework of Reference for Languages (<u>CEFR</u>).



The main responsibility of Event Managers will be the day-to-day project management, for which they shall be available during working days (or weekends if events take place on the weekend) for the whole duration of their projects. Depending on the kind and complexity of an assignment, the project team shall also include other profiles to be decided on a case-by-case basis.

The Contractor's staff shall be available for meetings at EFSA premises and/or tele/videoconferences maximum 2 working days after a request from EFSA.

Specific Evidence requested for professional and technical capacity:

For requirement a):	 A list of 5 events (out of which 2 in Italy, 2 in EEA countries and 1 in Candidate Countries organised in the course of the past 3 years) in which the tenderer has supplied at least 80% of the services listed in Part 1. For each project the following details must be outlined: (1) Event objectives, format, duration and target audience (including number of participants); (2) Location; (3) List of services provided indicating which services were subcontracted to third parties; (4) Overall budget and budget spent per service (for each project, the description shall not exceed 4 pages A4 format). A list of references (including contact details) of between 5 and 8 current/past clients to whom the tenderer has supplied the services listed Part 1 over the past 3 years (max 4 pages A4 format).
For requirements b:	 A signed declaration confirming that the team proposed for contract implementation meets the minimum expertise requirements. The statement should be accompanied by the table in Annex 7. Organisation chart highlighting the proposed team's structure and staff names.
For requirement c):	A signed declaration confirming that the linguistic competencies of proposed team members comply with the minimum requirements.

With the exception of declarations of interest, evidence must be included in the offer for partners in a joint offer and/or subcontractors only if the capacity of those entities is necessary to satisfy the minimum technical and professional capacity requirements.



GENERIC EVIDENCE COMMON FOR ALL SELECTION CRITERIA:

1	Declaration on Honour on selection criteria available in Annex 5

To be completed by the tenderer or by the leading partner in case of a joint offer.

2 Confirmatory statement of resources

In case of a joint offer from a group of economic operators and/or in case of subcontracting, the tenderer must provide a statement confirming that they will have at their disposal the resources necessary for performance of the contract by producing a commitment on the part of those entities (i.e. each partner in a joint offer and/or each subcontractor).

3 Allocation of tasks between the partners/subcontractors

In case of a joint offer from a group of economic operators or in case of subcontracting, the tenderer should provide a statement clearly defining the allocation of tasks between the entities.

Please note that you do not have to submit any of the above-mentioned evidence if already submitted to EFSA in response to any previous EFSA call, provided the evidence is exactly the same as requested in these tender specifications. If you avail yourself of this possibility, you have to specify the reference of the EFSA call for tenders under which you have already submitted the evidence to EFSA.

EFSA has the right, during the evaluation process, to request further evidence on the tenderer's compliance with the economic, financial, technical and professional capacity requirements.

2.5 COMPLIANCE WITH TENDER SPECIFICATION AND MINIMUM REQUIREMENTS

Your offer will be assessed for compliance with the tender specifications before its assessment against the award criteria. Tenders are considered not to comply with the tender specifications and are therefore to be rejected if they:

- do not comply with minimum requirements laid down in the tender specifications (non-compliance);
- propose a solution different from the one that is required;
- propose a price above the fixed maximum set in the specifications;
- are submitted as variants, when the specifications do not authorise them;
- do not comply with applicable obligations under environmental, social and labour law established by Union law, national law and collective agreements or by the international environmental, social and labour law provisions listed in Annex X to Directive 2014/24/EU⁴³.

 $^{^{\}rm 43}$ OJ L 94 of 28.03.2014, p. 65



In all these cases, the grounds for rejection is not linked to the award criteria so there is no evaluation as such. The tenderer will be informed of the ground for rejection without being given feedback on the content of the tender other than on the non-compliant elements.

2.6 AWARD CRITERIA

Tenders will be evaluated against the below defined award criteria. The award criteria serve to identify the **most economically advantageous offer**.

A) QUALITY AWARD CRITERIA

Tenderers shall elaborate on all points addressed in the technical offer to score as high as possible against the criteria listed in the table below.

- **1. TEAM ORGANISATION AND BUSINESS PARTNERING APPROACH** (35 points minimum threshold)
 - Capacity to manage all services listed in Part 1 and capacity to manage multiple concurring assignments (10 points)
 - Service orientation and business partnering approach (10 points)
 - Effective and efficient distribution of tasks within the team (10 points)
 - Convincing justification of the proposed event management software solution (5 points)
- QUALITY ASSURANCE AND ENVIRONMENTAL SUSTAINABILITY (15 points minimum threshold)
 - Measures to ensure the compliance with Service Level Agreements (10 points)
 - Measures to control the social, economic and environmental impact of events (5 points)
- 3. QUALITATIVE ANALYSIS OF A TEST CASE (50 points minimum threshold)
 - Understanding of the briefing and suitability of proposed solutions (20 points)
 - Creative potential and innovative approach in recommending solutions (20 points)
 - Continuity and consistency of project management from planning to reporting (10 points)

The sum of all quality award criteria gives a maximum possible total of 100 points.

Tenderers shall elaborate in the technical offer on all points addressed in the technical specifications, bearing also in mind the above indicated award criteria, in order to score as many points against the quality award criteria as possible. The mere repetition of mandatory requirements set out in the technical specifications, without going into detail or without giving any added value in the technical offer, will only result in a very low score.

Tenders scoring less than 70 points out of 100 will be excluded from the following steps of the evaluation process.

B) PRICE AWARD CRITERION:

Tenders which passed the above quality threshold/s will be retained for the further assessment of the following:



- the price offer is made within the stipulated range/the maximum budget for financial offers indicated in the tender specifications and;
- the financial offer satisfies the formal requirements of the tender specifications.

C) THE BEST PRICE-QUALITY RATIO:

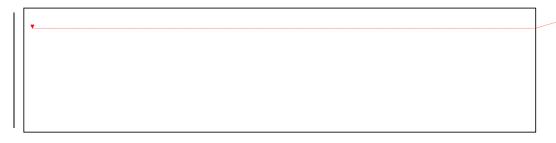
The tenders for which the financial offers were made within the stipulated maximum budget for financial offers and satisfied the formal requirements indicated in the tender specification will be retained for the identification of the tender with the best price-quality ratio based on the formula:

TOTAL SCORE OF THE EVALUATED OFFER (C) =

40 * Cheapest price offer/price of tender X

+

60 * Total quality score (out of 100) for all quality award criteria of tender X/100



Deleted: TOTAL SCORE OF THE EVALUATED OFFER (C) = ¶
¶
60 * Total quality score (out of 100) for all quality award criteria of tender¶
¶
:¶
¶
40 * Financial offer (M€)¶



PART 3 | HOW TO SUBMIT YOUR OFFER (e-SUBMISSION)

You must submit your tender electronically via the e-Submission application available from the e-Tendering website before the time limit for receipt of tenders.

The e-Submission application allows economic operators to respond to call for tenders by preparing their tenders electronically in a structured and secured way, and submitting their tenders electronically. The e-Tendering is the starting point for launching the e-Submission application.

Make sure you submit your tender on time: you are advised to start completing your tender early. To avoid any complications with regard to late receipt/non receipt of tenders within the deadline, please ensure that you submit your tender several hours before the deadline. A tender received after the deadline indicated in the procurement documents will be rejected.

How to Submit you Tender in e-Submission

You can access the e-Submission application via the corresponding call for tender in TED e-Tendering, as specified in the Invitation Letter.

In order to have access to e-Submission, you will need to "Subscribe to call for tenders" on TED e-Tendering first. To subscribe, you will need to login with your an <u>EU Login</u>⁴⁴. In case you don't have an <u>EU Login</u>, you can <u>create an account</u> at any moment. For more information see the <u>EU login help</u>. After logging in with your EU Login password, the e-Tendering will then display a button 'submit your tender' and you will be able to access the e-Submission.

Information to be filled in

In the e-Submission application, fill in and upload all necessary fields and documents as appropriate. All tenders must be clear, complete and consistent with all the requirements laid down in the tender specifications, including:

- **Signed declaration on Honour(s).** All members of a joint tender, including subcontractors if applicable must upload the signed and dated declaration on honour(s) using the templates available in Annex 4 and Annex 5,
- **Exclusion criteria.** If requested in the tender specifications, the tenderer and all members of a joint tender including subcontractors if applicable must provide the documentary evidence for exclusion criteria,
- **Selection criteria.** If requested in the tender specifications, the tenderer and all members of a joint tender including subcontractors if applicable –, must provide the documentary evidence for selection criteria
- Technical tender. It must address all the requirements laid down in the tender specifications
- **Financial tender** The complete financial tender, including the breakdown of the price as provided in the tender specifications

⁴⁴ Previously called European Commission authentication system (ECAS)



For detailed instructions on how to submit your tender, consult the Quick Reference Guide for Economic Operators available in the <u>e-Submission help page</u>, under the section "Quick Guide", where you will find:

- Technical requirements to use e-Submission
- Step-by-step guide to help you submit your tender
- Important advices and information on how to get technical support

Please make sure all required documents and evidence are submitted with your tender.

Documents to be signed and dated while creating your Tender

The following documents must be signed and dated during the creation of your tender in e-Submission:

- **Declaration on honour(s).** All members of a joint tender, including subcontractors must sign and date the declaration on Exclusion criteria. Only the leader in a joint tender must sign and date the declaration on Selection criteria. The declaration on honour(s) must be converted to PDF format and then signed by the authorised representatives with advanced electronic signature based on qualified certificates or by hand. For technical details on the electronic Signatures, please consult the e-Submission signature policy.
- **Tender Report.** This report is generated by e-Submission while you are completing your tender and it contains the list of documents that you submit. The sole tenderer's or leader's authorised representative(s) must sign the report.

You **must send** the signed Tender Report to the email address indicated in the paragraph below (Contact), stating the reference to the call for tenders and the Tender

Re-submission or alternative tender

After submitting a tender, but within the time limit for receipt of tenders, you may still submit a new version of your tender.

You must formally notify EFSA that the previous tender is withdrawn. You are also entitled to send several tenders to one call for tenders.

The notification must be sent to the e-mail address indicated in the paragraph below (Contact), stating the reference to the call for tenders and the Tender ID you wish to withdraw.

If you submit a new Tender you must include all your Tender documents, including the Qualification and Tender documents.

Withdrawal of tenders

If after submitting a tender, you wish to completely withdraw your tender, you must formally notify that you wish to withdraw your submitted Tender(s). This notification must be signed by the same authorised legal representative(s) who previously signed the tender(s) in question.

The notification must be sent to address indicated in the paragraph below (Contact), stating the reference to the call for tenders and the Tender ID(s) you wish to withdraw.



Deadline for receipt of tenders

The tender (including all documents) must be fully uploaded and received before the deadline for receipt of tenders indicated in the invitation to tender.

Please note that you are responsible to ensure that your full tender reaches the destination in due time.

In case of problems with the submission of the electronic tender, we recommend that you call the helpdesk in reasonable time before the time limit for receipt. The time it takes to submit the tender and upload all your documents may vary considerably depending on the number of concurrent submissions by other economic operators, the size of your tender and the type of internet service you are using. We recommend that you upload the documents the day before the deadline.

If the contracting authority detects technical faults in the functioning of the electronic equipment used for submitting and receiving tenders due to which it is impossible to electronically submit and receive tenders, you will be informed of the extension of the time limit by the contracting authority at the e-Tendering link.

For more information or technical support on e-Submission, please visit the $\underline{\text{e-Submission help site}}$.

Contact

- The original hand signed tender report must be scanned and sent by email immediately after submission, to the following address: EFSAProcurement@efsa.europa.eu.
- Notifications for re-submission or withdrawal of tenders must be sent to: <u>EFSAProcurement@efsa.europa.eu</u>
- When communicating state the reference to the call for tenders and, if applicable, the Tender ID. For technical support on e-Submission, please contact support as described in the help page: https://webgate.ec.europa.eu/supplier portal toolbox/esubmissionFileProject/files/BT3/spotsHelpPage en.html



ANNEX 1 - FINANCIAL OFFER TEMPLATE

ANNEX 2 - E-SUBMISSION QUICK REFERENCE GUIDE FOR ECONOMIC OPERATORS

The guide can be viewed here.

ANNEX 3 - DRAFT CONTRACT

Tenderers should note that in the event that their offer is successful, the resulting contract will be based on the model annexed to these tender specifications.

Subscription contracts: e.g. economic operators which offer standard services to the public (e.g. utilities, newspapers, data bases, news agencies, etc.); (refer to Advice 24 in the Procurement and grant process guide).

- **ANNEX 4 DECLARATION ON HONOUR ON EXCLUSION CRITERIA**
- **ANNEX 5 DECLARATION ON HONOUR ON SELECTION CRITERIA**
- **ANNEX 6 ADMINISTRATIVE DATA FORM**
- **ANNEX 7 REQUESTED PROFILES OF CONTRACTOR'S STAFF**
- **ANNEX 8 TECHNICAL OFFER DESCRIPTION**

The templates are uploaded in e-Tendering with all other procurement documents.