



Call for tenders

**“Provision of integrated
information and communication
campaigns, event organisation
and public affairs services”**

Open Procedure

Ref: S2R.18.OP.04

Tender Specifications

SINGLE FRAMEWORK SERVICE CONTRACT

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1. THE S2R JOINT UNDERTAKING

1.1. Mission and objectives of the S2R Joint Undertaking

The Shift2Rail Joint Undertaking (hereinafter “the S2R JU”, “the Joint Undertaking” or “the Contracting Authority”), is a public-private partnership in the rail sector, established under Horizon 2020, to provide a platform for coordinating research activities with a view to driving innovation in the rail sector in the years to come. It was established on 7 July 2014, following the entry into force of Council Regulation (EU) No 642/2014 of 16 June 2014 establishing the Shift2Rail Joint Undertaking¹.

Shift2Rail is the first European rail initiative to seek focused research and innovation (R&I) and market-driven solutions by accelerating the integration of new and advanced technologies into innovative rail product solutions. Shift2Rail promotes the competitiveness of the European rail industry and will meet changing EU transport needs. R&I carried out under this Horizon 2020 initiative will develop the necessary technology to complete the Single European Railway Area (SERA).

The S2R JU is a mission-oriented Programme delivering a major system transformation, bringing railway at the centre of advanced integrated mobility.

The Vision of S2R JU is:

To deliver, through railway research and innovation, the capabilities to bring about the most sustainable, cost-efficient, high-performing, time driven, digital and competitive customer-centred transport mode for Europe.

The mission statement of the S2R JU is:

Shift2Rail: moving European railway forward.

More information is available at the S2R JU website at the following address: <https://shift2rail.org/>.

1.2. Purpose of this call for tender

The S2R JU intends to relaunch its communication strategy, which is the base for a continuous effort and mission to inform stakeholders about its achievements.

For reference, S2R JU’s current communication strategy can be accessed through this link: <https://shift2rail.org/wp-content/uploads/2018/02/S2R-COMMUNICATION-STRATEGY.pdf>

The S2R JU is launching an open call for tender to establish a framework service contract with a service provider for the provision of a range of communication and information services, such as integrated communication campaigns (both offline and online) as well as event organisation and public affairs services.

The present tender aims to provide the S2R JU with support regarding:

¹ OJ L 177, 17.6.2014, p. 9

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- 1) Advice, preparation, implementation and monitoring of integrated information and communication activities of the S2R JU in the field of their respective EU policies and programmes;
- 2) Planning and preparation of event organisation, which may include conferences, workshops, seminars, site visits, press briefings, demonstrations, exhibitions and virtual events, such as webinars and social media chats;
- 3) Development of digital communication, which may include short animations, videos, prezis, e-learning tools, as well as web-based products and audio-visuals for events and virtual events as well as printed publications;
- 4) Web maintenance support;
- 5) Public affairs services.

1.3. Indicative timetable

Those milestone dates are for indicative purposes only and do not constitute any obligation for the contracting authority. The exact deadlines for the submission of tenders are indicated in the contract notice and in the invitation to tender.

Milestone	Date
Dispatch pre-information notice	08/02/2019
Dispatch of the contract notice to the Official Journal of the EU	30/04/2019
Deadline for requesting additional information and clarification from the S2R JU	02/07/2019
Last date on which clarifications are issued by S2R JU	04/07/2019
Deadline for submission of tenders	10/07/2019
Opening Session	19/07/2019
Notification of award	August 2019
Contract signature	September 2019
Debriefing meetings with unsuccessful tenderers (if applicable)	September 2019

2. TECHNICAL SPECIFICATIONS AND MINIMUM REQUIREMENTS

2.1. Objective and scope

The S2R JU wishes to relaunch its communication strategy, with the objective of disseminating its achievements and communicating its impact towards the European society. To achieve this, the JU seeks support from a contractor to provide services for integrated communication campaigns both offline and online, event organisation, web maintenance and public affairs. The S2R JU is launching an open call for tenders for a Framework Contract for the following services:

- Event organisation and communication campaigns, comprising tasks related to the organisation of seminars, conferences and similar events and participation in international fairs;
- Development of digital communications, which may include short animations, videos, Prezi presentations, e-learning tools, and web- based and audio-visual products for events and virtual events as well as printed publications;
- Web maintenance services for the Shift2Rail website, as well as the design and implementation of monthly newsletters, and other mail shots.

The hub of the S2R JU communication is the website, which is hosted by an external service provider. Digital communications will also be disseminated through the S2R JU's newsletters, as well as ad-hoc mail shots and event invitations. In terms of social media, the S2R JU is currently active on Twitter, LinkedIn, YouTube and Facebook. Additional platforms may be targeted in the future such as Instagram.

The S2R JU's public website is the main communications tool and prime channel of information for the stakeholders that the S2R JU aims to reach:

- Current S2R JU Membership base;
- Policymakers in the EU and Member States;
- Stakeholders of the S2R JU;
- Other EU institutions and other active rail professionals;
- Media;
- Railway, European affairs and environmental specialists;
- General public, especially regular travellers and commuters;
- S2R JU staff.

The S2R JU website seeks to be an exemplary model of website design, user-friendliness and innovation. Within the website, particular attention is paid to communicating S2R Programme's approach and achievements to targeted audiences, through animations, graphics and videos. The website also has a dedicated restricted Members' area providing a document repository and a link to a cooperation area hosting project deliverables, and acting as a communication channel to project coordinators.

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Tenderers are required to develop a strategic conception of digital communications strategies, electronic and web-based material, audio-visual and written products and mobile applications. In this context, the S2R JU might at any moment seek advice from the Contractor in relation to the services described below and innovative ways of approaching its target audiences. The Contractor might also be required to contribute to or manage the social media accounts (for example: Twitter platform and LinkedIn pages).

The tenderer will be responsible for tasks related to the design, preparation, implementation, coordination, monitoring and assessment of communication and information campaigns.

The S2R JU is and will be responsible for the organisation of internal and external events, including team (members, staff, etc.) building activities, press conferences and press trips, trade fair participations, large stakeholder conferences, etc. Most events take place in Europe but occasionally support is sought for events taking place in other regions of the world, such as India, Japan and the United States of America.

The S2R JU may also support ad hoc exhibitions organised by its members and/or stakeholders. The S2R JU also organises an annual Information Day to inform the stakeholders about its latest call for proposals.

The S2R JU occasionally organises events in Brussels for up to 300-400 participants, as well as in other Member States.

The present tender aims to provide the S2R JU with support regarding the planning and preparation of event organisation. Events may include conferences, workshops, seminars, site visits, press briefings, demonstrations, exhibitions and virtual events, such as webinars and social media chats.

2.2. Integrated Communication Campaigns

The services required will comprise advice, preparation, implementation and monitoring of integrated information and communication activities of the S2R JU in the field of their respective EU policies and programmes and should, as a general rule, be provided in the EU Member States, in the EFTA/EEA countries (Switzerland, Iceland, Liechtenstein and Norway), in the candidate countries (Turkey, North Macedonia, Montenegro, Serbia and Albania), the United Kingdom (regardless of its relation with the EU), India, Japan, US and in any other country where the policies or programmes of the contracting authority are likely to be of interest.

The scale of the services required may vary. In some cases, the actions will be performed at EU level, whether or not in cooperation with EU Member States, and in other cases confined to a smaller number of countries. The Contractor should be able to work in any other non-EU country, if appropriate for the type of services.

The tasks to be performed by the Contractor are included in the list below. Work will be conducted under the supervision of the contracting authority's representatives and the different tasks are to be carried out in an integrated and complementary fashion. The tasks listed below and in the following

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sub-sections are not exhaustive, and the contracting authority will rely on the expertise of the Contractor to propose new and relevant tools and methods of communication. The Contractor is therefore not only expected to react to specific requests but also where relevant propose alternative or additional innovative and effective ways of delivering the desired results:

- Advice and implementation of the design and preparation of integrated communication and information activities, both for communication campaigns and single events within the campaigns, including the identification of appropriate target groups, online and offline communication channels/tools, messages, partners and relay organisations, time schedules, targets for communication impact and monitoring tools etc. as part of an integrated strategy;
- Development of messages and their presentation on all media appropriate to the target audience;
- Advice on digital communication and dissemination on the Internet including social media and new technology channels (web TV, smart phones, etc.).
- Implementation of digital communication strategies to maximise the impact of all types of communication products;
- Possible management and moderation of social media pages;
- Preparation and organisation of communication events, conferences, seminars, etc. at national, European and global level and coordination and implementation of the action, including distribution via the channels identified in the design phase, which may require visits to all EU Member States and neighbouring countries, as well as organising meetings with national correspondents;
- Development and organization of national communication campaigns in all EU Member States through the Contractor's network of communication correspondents and subject to prior approval by the contracting authority;
- Approaching personalities and organisations to seek their endorsement or involvement within the national information campaigns, subject to approval by the contracting authority; cooperation with national authorities, organisations or enterprises for joint communication activities;
- Monitoring of the measures and assessment of their impact;
- Stakeholder mapping.

The Contractor shall respect the contracting authority's rules on all the communication activities. For example, no press releases can be issued without its approval.

The principal channels of distribution to be utilised will be:

- Websites;
- Social media;
- Advertising space in various media (written press, billboards, etc.);
- Distribution and marketing of "off line" audio-visual and multimedia material, such as USB memory sticks;
- Public events and specialist events, such as conferences, trade fairs and exhibitions;

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- Dissemination of printed material (reports, leaflets, direct mail shots, etc.);
- Any other channels, including new distribution channels, deemed appropriate for reaching specified target audiences.

2.2.1. Strategic communications

- Developing specific communications strategies, identifying and mapping target audiences (for example, general public, Rail experts, policy makers, press and media) and their needs, developing messages, proposing appropriate communications and promotional materials and channels for dissemination;
- Measuring the impact and effectiveness of the content developed regarding the target audiences and adjusting the strategies based on the results.

2.2.1.1. Editorial support

- Producing the S2R JU online and print publications;
- Researching and analysing information on requested topics and providing advice on editorial content and the structuring of messages;
- Conducting interviews with policymakers, as well as transport and rail experts, and the scientific and academic communities;
- Writing, translating (potentially), revising and proofreading material, such as articles, factsheets, reports, speeches, magazines, newsletters, brochures, leaflets, social media posts, sub-websites, posters, slogans, banners, advertisements, press releases, interviews, and other communications content. All content should respect the EU Interinstitutional Style Guide, as well as the S2R JU's internal editorial guidelines;
- Designing, planning and drafting content for use in communications campaigns, in printed form, in electronic form or on the web, including ensuring mobile responsiveness;
- Adapting editorial material according to national or regional audiences.

2.2.1.1.1. Research and information analysis, coordination of tasks

The Contractor shall keep abreast of developments in the policies and programmes in the fields of action of the contracting authority. This task will include the search for information and bibliographical research prior to the drafting of texts from the sources suggested by the contracting authority or other sources, together with an analysis of this information. It will also cover coordination of the various stages of production for each project (meetings with the contracting authority, coordination with various operators: journalists, graphic designers, photographers, printers etc.).

2.2.1.1.2. Copy editing

The Contractor will also be responsible for copy-editing texts supplied by the contracting authority in order to make them more appealing and easier to understand for their audience, without making any substantial changes to the content of the texts concerned. The copy-edited texts will be adapted

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according to the specific needs (same length or shorter or longer depending on the type of publication). The copy-edited texts will have to respect the meaning and messages of the original texts.

2.2.1.1.3. Correcting texts

The proofreading of texts including corrections made is expected to be systematically included as part of the task involving the creation of graphics and the page make-up.

2.2.1.1.4. Translation of texts (potentially, no translations are produced currently)

If requested, the Contractor shall be responsible for translating texts drafted in either English, French or German into the other official languages of the European Union, i.e. Bulgarian (BG), Croatian (HR), Czech (CS), Danish (DA), English (EN), Spanish (ES), Estonian (ET), French (FR), German (DE), Greek (EL), Irish (GA), Italian (IT), Latvian (LV), Lithuanian (LT), Hungarian (HU), Maltese (MT), Dutch (NL), Polish (PL), Portuguese (PT), Romanian (RO), Slovak (SK), Slovenian (SL), Finnish (FI), Swedish (SV) and occasionally into other languages, specifically those of future acceding countries of the European Union, following the enlargement process: Turkish (TR), Macedonian (MK), etc., and other major world languages, such as Arabic (AR), Japanese (JA), Russian (RU), Chinese (ZH), etc.

The Contractor shall work with a team of translators translating into their mother tongue.

The Contractor shall ensure that the texts are correct not only from a linguistic viewpoint, but also that they reflect the style of the original text. All the texts shall be revised before they are sent to the contracting authority.

The Contractor will be responsible for making any corrections requested by the contracting authority. The Contractor will be responsible for checking the translations ready to print.

2.2.1.2. Graphic design and printing

- Updating a set of guidelines for the visual and corporate identity of the S2R JU;
- Creating artwork such as drawings, illustrations, visuals in accordance with the S2R JU visual identity. All proposals are expected to generate and maintain visual and artistic coherence throughout various campaigns, and to be produced in various formats to suit different media
- Overseeing graphic design, layout and the production of files in the format required (Adobe InDesign, Illustrator and Photoshop, press and web optimised pdf) for the communications material such as reports, brochures, leaflets, newsletters, press material, project descriptions and magazines, consistent with existing or future graphic charts;
- Continued management of the existing digital graphic interactive map currently run by S2R JU and eventually upgrade it according to available new technology;
- Providing rapid (no more than 72 hours) ad hoc turnaround of limited print runs of information products;

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- Dispatching and transporting printed material Europe-wide and occasionally outside of the EU;
- Adapting all print products with a view to putting them on websites and/or other electronic media (E-books, USB keys, SD cards, etc.);
- Graphic design and production of advertisements and advertorials for all media;
- Photography, including obtaining/formatting images, photos and other appropriate illustrations, and obtaining photographs reusable by the S2R JU with the appropriate copyright disclaimer;
- Producing infographics, charts, diagrams and any other forms of data visualisation, such as animated infographics;
- Producing and supplying promotional and presentational material, conference kits, information packs for various target audiences;
- Developing social media graphical elements ('shareables');
- Making available to the S2R JU the source files, photos and fonts used so that these can be re-used in the same form or in a modified form in future communications actions.
- The copyrights of photos, drawings, graphics etc. will belong to Shift2Rail JU and the use of them will be open to all media supports (not only the publication itself, i.e. web or other publications etc.).

The Contractor shall produce, depending on the objective of the publication and its target group, a mock-up of the publication in the pilot language. The Contractor shall take account from the outset of the number of language versions in which the document is to be published (potentially). The unit prices for this task include:

- Three different proposals for the cover and two different proposals for the inside pages;
- After the page make-up, rereading of the text by a professional proof-reader;
- Incorporating the corrections requested by the contracting authority during the approval process;
- The supply, during the approval process, of a maximum of three sets of proofs in certified pdf format or any other format which is to replace pdf in the future on the basis of technological developments;
- The supply, during finalisation of the project, of three sets of colour proofs (one for the contracting authority, one for the printer, and one for the Publications Office). These will be standard colour proofs. The contracting authority may, for certain projects, request the supply of high-resolution Cromalin proofs. These proofs are, in this case, to be invoiced separately based on the list of unit prices.

The Contractor shall ensure that the graphics reinforce the message(s) promoted by the brochure or leaflet or other communication support. The source data for the graphics and tables will be supplied by the concerned participating institution.

The Contractor is also tasked with the dissemination of the communication products through mass mailings, always ensuring data protection rules binding to the JU are respected.

2.2.1.3. Branding material

- Proposing branding material according to the scope of the S2R JU's work and target audiences in the respect of environmentally friendly materials and productions;
- Applying and adapting existing logos, visual identity and text (websites, etc.) to different branding items;
- Store and distribute the promotional items in function of the needs for events and fairs organised in the EU Member States, India, Japan, US and any other country where the policies of the S2R JU are likely to be of interest.

2.2.2. Digital Communication

2.2.2.1. Audio-visual media products and services

- Developing concepts, ideas, scripts and storylines for audio-visual productions to imaginatively and effectively describe the work of the S2R JU, including technical aspects;
- Developing original visuals, such as animated graphics or animations (2D or 3D) for audio-visual productions in order to make the subjects dealt with accessible and comprehensible;
- Producing videos in various formats, including reportages, promotional clips, and video products aimed at social media distribution;
- Screen casting and voice-over where appropriate;
- Subtitling and dubbing in the languages of the target audiences, including translation and/or adaptation of texts, commentaries, subtitles;
- Obtaining and respecting the copyright clearance of any material provided by S2R JU members, partners or external stakeholders. In addition, the Contractor will make available to the S2R JU the master project and source files of the edited material, raw footage and full rushes of the audio-visual products, indicating copyright clearances.
- Managing and producing video, audio and photo coverage of events (in Brussels or elsewhere in Europe and beyond), such as conferences, seminars, press briefings, exhibitions, awards ceremonies, openings etc., including:
 - Filming of events and editing footage;
 - Interviews with speakers or other stakeholders;
 - Web streaming;
 - Live social media proliferation (e.g. live tweeting at events).
- Performing miscellaneous tasks, such as subtitling (existing) productions in other languages, voice-overs, mixing, video editing, incorporation of special effects, dubbing, etc. This task might include mixing raw footage with animated material;
- Supplying any partial exports needed to be used when preparing different versions of a video – upon request and in addition to the original edited production and raw footage. The Contractor will need to obtain and respect the copyright clearance of any pre-existing material.

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- Transposing and reproducing the products in all appropriate formats aimed to increase and extend the dissemination of the products amongst the general public, stakeholders and players in the sector;
- Media coverage of events, preparation of press releases and dossiers for the audiovisual media, organisation of press conferences, press programme during events and trips for journalists/audiovisual media producers;
- Making available to the S2R JU master copies of the edited material, raw cut footage and full rushes of the audio-visual products. The formats and number of copies required will vary according to the specific needs of any given project, but may include:
 - Compressed files, made available on Contractor's FTP server and for upload on websites, streaming server or social media (e.g. YouTube), hence on various formats such as wmf, flv, mov, mp4 as well as other formats for broadcast quality;
 - Multimedia and interactive functionalities including for hand-held devices (smartphones and tablets);
 - Given the technical development in the audio-visual field, the Contractor may also be asked for other formats;
- Providing all the audio-visual productions in video streaming format readable by the most popular viewers available both at high definition or low definition. The Contractor may be asked to provide screenshots or photos related to the recorded event in high resolution in order to develop other communications tools such as printed material;
- Developing, producing and disseminating the yearly digital Christmas card.

2.2.2.2. Web maintenance

As part of the communication campaigns, the tendering authority may confer the management of its digital presence upon the Contractor. The S2R JU already has a service contract in place for the hosting, which, at its end, will be covered in section 2.2.2.4 of this tender. Maintenance and content management of the S2R JU website, web services related to this Framework Contract should include:

- Maintaining the CMS application, installing new releases or patches, and resolving bugs and incidents as they arise;
- If requested by S2R JU, identification of another CMS, installation, configuration, development of the necessary functionalities and visual elements and migration of data
- Maintaining content types, views and other WordPress elements;
- Upon request from S2R JU, modifying parts of the web site or developing and implementing new functionalities, including interfacing with other websites such as the S2R JU cooperation tool;
- Improving site architecture and navigation, such as maintaining the LAMP stack (Linux, Apache, MySQL and PHP) and cache management (e.g. Vanish);
- Ensuring the optimal referencing by search engines;
- Designing and creating HTML tools. These can be interactive tools either for use on the S2R JU website or other relevant websites;
- Designing, creating and implementing web pages, including related metadata and links, mini websites or micro sites. For example, a website created for a specific event or project;

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- Designing and creating products for the Internet (responsive web design), involving the creation and development and testing of the concept, script, structure and content, developing ergonomic interfaces, e-learning tools, html interfaces, digital illustrations, animations, website banners, computer and online simulations and educational games, animated presentations (or Prezis), audio files and podcasts;
- Providing reports with comprehensive statistics to the JU and offer advice on the strategy to manage the content on the website as part of the online communication strategy of Shift2Rail;
- Ensuring that the website is duly updated in accordance with the latest data privacy regulations which apply to S2R JU.

2.2.2.3. Mobile applications

- Continued management of the existing S2R mobile application (currently inactive) and if requested upgraded according to available new technology;
- Possible creation of mobile applications, preferably based on COTS (Commercial Off the Shelf) products for the most common mobile platforms, namely Google Android and iOS. The Contractor must also provide training to allow the S2R JU staff to create and fully manage events (agenda, participants, exhibitors, interactivity, etc) on the app;
- After implementation of the solution, the S2R JU should be able to benefit from support by the Contractor for signing and publishing the app, dealing with problems as they arise, monitoring technical migrations and the need for updates, monitoring user feedback and acting upon user problems;
- Shift2Rail JU should own all rights to source material for reuse.

2.2.2.4. Web site hosting & website maintenance and content management

The Contractor may be required to provide the following services (the list is non-exhaustive). Other services similar in kind and nature may be requested depending on the needs.

2.2.2.4.1. Website hosting

Managing the hosting of the S2R JU website and intranet, which entails the following:

- Delivery of a reliable cloud hosting service (e.g. PaaS platform or IaaS in the S2R JU structure);
- Definition and delivery appropriate SLA, such as availability, downtime, backup/restore, disaster recovery, load balancing, storage, bandwidth, resolution time, performances and helpdesk;
- Provision of a hosting environment, including monitoring service;
- Securing the site and ensuring protection from attacks such as denial of service;
- Coordination with current hosting organisation or web site maintenance organisation to ensure a smooth migration to the new hosting environment, including related actions, such as DNS change, search engine re-indexation;

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- Ensure synergies with the content management Contractor to deliver a seamless performance;
- Liaise with other Contractors to ensure coherent planning for online management and development, for example with Contractors responsible for email and media monitoring platforms and Intranet re-development (SharePoint);
- Ensure that the website is fully compliant with current data privacy regulations,

2.2.2.4.2. Website maintenance services

- The website and its evolution should be compliant with the latest web and accessibility standards, and existing browsers and platforms, ideally compliant with DG COMM IPG guidelines for websites;
- The CMS system and other web applications and databases shall be preferably Open Source software with GPL, GNU or equivalent licences. Proprietary software could also be envisaged;
- The Contractor is expected to provide guidance on the solutions to offer the best support for the level on content;
- The website and its applications should be responsive on multiple platforms – cross browser tablets and smartphones.

2.2.2.4.3. Security provisions and compliance with data protection obligations (“privacy management tool”)

The Contractor will provide full description of security measures taken to protect the applications and the data from intentional or accidental damage and from unauthorised access, such as:

- Server security management;
- Protection from denial of service attacks;
- Timely application of security patches;
- Anti-virus to ensure protection from documents coming from users;
- Human error reduction;
- Private data;

The Contractor must ensure that the latest patches and operating system updates are performed to ensure security. In case there are incidents where security breaches are suspected then the S2R JU should be informed.

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The Contractor shall ensure that the website platform and applications are compliant with the GDPR² and EUDPR³ Regulations. In particular the contractor shall provide a privacy management tool or platform, more specifically with regard to:

- the management and storage of “online consent” in the context of the EUDPR Regulation
- a website cookie management

2.3. Event Organisation

The Contractor shall be in charge of the overall organisation of conferences, seminars and other events on behalf of the contracting authority, including photo and/or video coverage of the event. The aim of the seminars and conferences is to promote the exchange of experiences and best practice among concerned stakeholders and to raise awareness about Shift2Rail’s work and the success stories resulting from its R&I funded activities. The events should also contribute to continued stakeholder dialogue in the implementation of the S2R programme. The contracting authority will choose the subject of the events.

The Contractor shall bear full responsibility for all logistical aspects linked to the preparation and successful organisation of the events, as well as follow-up (e.g. participant feedback, debriefing meeting to evaluate the event, etc.). In addition, the Contractor will be expected to support the contracting authority in undertaking conceptual work on the promotion of the event, the structure and content of the programme and definition/identification of the target audience and the appropriate venue for the events, the identification of speakers, moderators, hostesses, etc. The Contractor shall also draft short working documents and minutes of the events, as appropriate and requested by the contracting authority.

2.3.1. Preparation of the event

The Contractor shall provide support for aspects, such as:

- Setting up an event website with all logistical details, the draft programme and other relevant information, as well the possibility to register for the event. The event website should be linked to relevant webpages of the contracting authority, and be regularly updated by the Contractor. The event website must fully follow data protection regulations applicable to the S2R JU;
- Drafting of invitation/information letters to be sent to potential participants (by e-mail and/or post) and sending of invitations, establishing mailing lists if needed (as agreed with

² Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (Text with EEA relevance)

³ REGULATION (EU) No 2018/1725 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC

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the contracting authority) and preparation of invitation letters for visitors requiring visas, as requested by the JU;

- Identification of key stakeholders that should be invited to participate in the event;
- Handling the registration for the event (in most cases via the above-mentioned website), including regular updates to the contracting authority on those who have registered, and ensuring data protection via the registration tool is fully respected;
- Sending a confirmation and reminder to participants concerning their registration, and handling all logistical questions from potential and registered participants, and putting them in touch with S2R staff for content-related questions;
- Drafting and printing practical information for participants;
- Providing all logistical support for the event, including shipping of materials and the organisation of travel for S2R staff and other participants as requested;
- Organising match-making and pitch sessions or similar networking events;
- Where applicable, liaison with the hosting organisation, region/state authorities, National Agencies, etc.
- Identification of appropriate venues for the event. A specific venue can be required in the request for services;
- Liaison with the organisers at the venue, ensuring that they provide the required furniture, catering, security, IT equipment, cleaning etc. for the event;
- Promoting of the event in the region where the event will take place and elsewhere through producing materials on print and digital channels including magazine, newspaper and outdoor advertisements and social media posts;
- Planning and organisation of presentations (contracting authority, Member State or regional representatives, National Agencies, stakeholders, outside experts, etc.), including obtaining final presentations/speeches from speakers for upload on a PC allowing to present them at the event and for upload on the event website, if possible before and after the event;
- Identification and liaison with speakers, moderators, participants, organisers and other relevant stakeholders allowing the contracting authority to make a final choice;
- Drafting of speaker invitation letters;
- Drafting and printing background documentation (working documents, etc.) for the event;
- Drafting and printing of a programme and background documents (with possible translation) for the event in close liaison and under the supervision of the contracting authority;
- Design of the event branding, including mock-ups to be produced for all visual material designed for the event (including the invitation/reminder emails, programme, banners, signage etc.);
- An annotated map of the venue to be produced illustrating all areas and elements of the event, including any extra materials, which will be hired;
- Propose solutions to promote the work and results of S2R JU (including integrative and audio-visual solutions) during the event and support the S2R JU in the implementation of these best practices;
- Upon request, prepare a social media plan to communicate about the event prior to it and on the day;

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- Upon request, prepare a story-board for a wrap-up video about the event, and organise a briefing session between the contracting authority and the video reporter;
- Setting up all necessary IT solutions including mobile applications, survey tools, audio guides etc.;
- Preparation of field trips, usually through a preliminary test visit 'on the spot';
- Publicity and media coverage at local, regional and European level. This includes identifying relevant journalists, drafting and sending press material to the press, setting up interviews between journalists and representatives of the contracting authority (and other relevant persons), promoting the event via social media, etc.

2.3.2. During the event

The Contractor will organise on the contracting authority's behalf aspects such as the following:

- Renting venues (this will sometimes be dealt with directly by the contracting authority). The venue should offer the equivalent to what could be found in a 4-star hotel. It should be centrally located and easily accessible from the hotels where participants are staying (if the venue is not in the hotel itself). The venue should have the necessary equipment to allow for a successful event: e.g. microphones, laptop and beamer for PowerPoint® or similar presentations etc. The plenary room will need to have space for an indicative average number of 150 participants;
- During the events, interpretation may need to be foreseen;
- In addition to the 'plenary room', the Contractor may need to rent one or several additional rooms in which workshops could be held ('break-out rooms'). These break-out rooms might need to be equipped for interpretation in up to two languages and will need to have space for an indicative average of 30-50 people,
- If not included in the meeting venue, hiring additional technical equipment or services (flipchart, display panels, laptop, beamer, decoration etc.);
- Interpretation during the event: this includes paying the interpreters' fees (if they travel from elsewhere: paying the travel and subsistence costs), renting of interpreters' booths and all necessary equipment (if not included in the meeting venue);
- Accommodation for participants (equivalent of a three or four-star hotel) could be reserved and directly paid by the Contractor;
- Transfers of participants (to hotels and during field visits, if necessary);
- Undertaking field trips with the participants (including, if necessary, organisation of bus rental or another transport mode, entry fees, etc.), social programme, etc.;
- Catering: coffee breaks lunch/cocktail/dinner as requested;
- Badges and lanyards for participants;
- Providing photocopies for all participants of the programme, practical information, list of participants etc.;
- Photo/Video documentation of event together with exports of electronic files in all standard formats;

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- Potentially ensuring live web streaming of the event in all languages (for one or more rooms, if necessary);
- Potentially ensuring live tweeting as well as setting up and moderating Twitter walls;
- Animating/moderating any workshops, match-making or pitch sessions as requested;
- Handling question and answer sessions during plenary and break-out sessions through online tools such as Sli.do and through giving access to mobile microphones during such sessions.

2.3.3. Information stands

This activity covers the concept, development, production, delivery, installation and potential manning of information stands promoting the contracting authority's messages and its programme. The tasks to be performed (subject to the surface of the stand) are:

- Renting of surface stand (between indicatively 10 – 200 m²). This will sometimes be dealt with directly by the contracting authority;
- Conception and production of stands, including presentation corner(s), meeting area, publication racks, presentation area(s)/ cosy corner(s), posters, banners and overall decoration of the stand;
- Providing a visual mock-up of the proposed stand design;
- Being in contact with the venue organisers concerning the technical specifications of the stand, rules for the setting-up and dismantling of the stand, catering at the venue, cleaning, security etc.;
- Design of all the visuals to be used on the stand, including printed visuals on the walls, signage, illustrative graphics/maps etc.;
- Provision of a photographer and video reporter for the event;
- Providing and coordinating technical equipment: big plasma screen(s) for presentations, videos, multimedia PC with internet access, printer(s), mobile microphones, coordination of IT, electricity, lighting, WiFi, and any other required material;
- Transport (including transportation of documentation and promotional material), construction, dismantling and daily cleaning of the stand.

2.3.4. Follow-up of the event

The Contractor will perform the following tasks as necessary:

- Reimbursement of travel costs and follow-up of any invoices with providers or S2R members or partners funding specific aspects of the event;
- Drafting, translation and dissemination of follow-up material resulting from the event to all participants;
- Uploading of presentations, speeches, conclusions, photos, videos, and other relevant information about the event on the event website and / or appropriate web pages of the contracting authority.

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- Creation of a Flickr type photo gallery to load on the event/S2R JU website;
- Curation of a social media highlights story for publication on the event/S2R JU website;
- Creation of a wrap-up video including interviews with S2R staff and event participants;
- Evaluation of events on the basis of participant feedback surveys to be drafted in collaboration with the contracting authority, and the resulting analysis to be drafted by the Contractor;
- Thank-you email to be drafted and sent to all participants, including links to all post-event material;
- Provide a report about the success of the communication activities undertaken for the purpose of the event, including social media statistics, streaming statistics, impact of advertisements and other types of media relations etc.;
- Prepare and participate in a debriefing meeting about the event with the contracting authority.

2.4. Public Affairs Services

Public affairs services will be provided on an ad hoc basis, as and when the contracting authority requires. As such, this service area is to be considered a supplementary provision on top of the services spelled out above.

2.4.1. Stakeholder mapping

At the request of the contracting authority, the Contractor will provide:

- For each legislature of interest to the contracting authority, a detailed, and in-depth map of the political institutions;
- Clear and concise guidance and analysis of the legislative procedures, as well as the issues of relevance to the contracting authority;
- A briefing of key public figures and public sector post-holders, whose insights will be strategically useful to the contracting authority;
- A briefing of key public figures and public sector post-holders, whose positions align closely with the causes of the contracting authority;
- A briefing of key public figures and public sector post-holders, whose positions diverge from the causes of the contracting authority.

2.4.2. Outreach

At the request of the contracting authority, the Contractor will provide:

- A comprehensive list of stakeholders to engage in strategic communications and/or events activities, with priority targets identified;
- Stakeholder outreach to the agreed priority targets to engage them on behalf of the contracting authority;
- All necessary follow-up on any outreach undertaken on behalf of the stakeholder authority.

2.4.3. Position Development

The Contractor will collaborate with the contracting authority to:

- Develop and deliver tailored messaging to stakeholders and influencers;
- Develop credible positions on behalf of the contracting authority;
- Deliver engagement through meetings, thought leadership and data-driven insight.

2.4.4. Relations with the Press

At the request of the contracting authority, the Contractor will:

- Map all the relevant journalists in Europe and beyond;
- Maintain regular contact with them;
- Provide the press with regular updates concerning Shift2Rail news, results, events, calls for proposals etc.;
- Organize press briefing when and if required.

2.5. Supplementary services

Specific contracts or order forms shall be established on the basis of the cost per unit indicated in the offer (Annex V). However, the S2R JU may request the Contractor to propose supplementary or additional services or supplies of the same type as those listed in the offer (Annex V). The supplementary elements may not depart from the essential terms fixed in the Framework Contract and may be requested only if they are necessary for the execution of the request for services⁴. Supplementary elements will be ordered on the basis of a quote provided by the Contractor which shall require prior approval by the S2R JU.

The value of these additional services/goods, not included in the price list (Annex V), shall not exceed 20% of the total value of the services/supplies of the respective specific contract/order form. Those supplementary elements ordered through a specific contract/order form cannot in any way amend the Framework Contract.

The request of these costs being exceptional will be specified in each request for services. The Contractor will detail these costs in the specific offer and will include all appropriate supporting documents (such as i.e. an estimate of the costs). These costs will be subject to prior authorisation by the Contracting Authority. All the final supporting documents (i.e. invoices) must accompany the payment request. The Contractor will have to present the evidences related to the prospection of the market in order to prove that the prices provided are aligned to market prices.

The price of these additional services must correspond to the market price of the Contractor's supplier. It may include a percentage mark-up, or a fee indicated by the Contractor in its quotation, to cover the costs of administration and managing such orders ('application of a mark-up').

The total mark-up must be no more than the amount indicated in the quotation to cover the costs of administration and managing such orders ('application of a mark-up').

⁴ Point 1.2 of Annex 1 of the Financial Regulation (Regulation (EU, Euratom) 2018/1046 on the financial rules applicable to the general budget of the Union, repealing Regulation (EU, Euratom) No 966/2012)

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The mark-up range is fixed by the S2R JU to maximum 3% to 5% and will apply for the whole duration of the Framework Contract. Although they are mentioned in this price schedule, mark-ups do not have any impact in the financial tender.

Example:

Official public price of a supplementary service (excl. VAT): EUR 1 000

Mark-up: 4 %

Price to be paid: EUR 1 040

The total cost for those services will be reimbursed up to a maximum amount of 20% of the total value of the Framework Contract throughout the performance of the Framework Contract.

2.6. Case studies

Tenderers are asked to submit a technical offer for the two case studies below and to provide a cost breakdown (price estimate) for each. For the cost breakdown tenderers should use the prices they have indicated in its financial offer ("Price schedule") indicated in Annex V (column "Cost per unit (€)". If the tenderer includes in the case studies different prices of those indicated in its financial tender the case studies will be considered not to be compliant with the minimum requirements set out in the technical specifications and therefore its offer will be rejected (see section 5.4 Compliance with minimum requirements).

The case studies have been drawn up solely for the purposes of the evaluation of the quality of the offer, in particular the criterion n° 3 "Analysis of the case studies" (section 5.5.1). They should not be regarded as an indication of the exact nature of future operations.

Each case study must include the following:

a) Concept development plan:

- Create a proposal for the concept and detailed description of the approach, including the various tasks involved as well as all stages and working methods that the tenderer intends to use to carry out the work requested in the case study, specifying which parts will be subcontracted;
- Provide the requested mock-ups.

b) Project management plan:

- For each stage, specify the composition of the project team and the assigned roles of the personnel, specifying the number of units (person/day) per category of staff;
- Propose a timeline, setting out the time considered necessary for each stage and taking account of the time needed for interacting with the client and the various steps of the validation process (retro planning);
- Submit an assessment of the risks and difficulties likely to compromise the success of the project and propose solutions;
- Include the quality control and impact assessment.

The cost breakdown (estimated prices) must:

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- cover all the tasks and work that the tenderer must carry out for each case study;
- be presented separately for each case study by using the price schedule in Annex V.

The attention of the tenderer is drawn to the evaluation criteria for the case studies (see section 5).

2.6.1. Case study 1: Event management

Context

The Shift2Rail Joint Undertaking (S2R JU) will participate in the World Congress on Railway Research (the world's largest international congress on railway research) in Tokyo, Japan in October 2019. S2R would like to organise the development of an 80 sqm 4-sided open stand to showcase innovative rail solutions at the event. The stand should showcase a selection of Shift2Rail innovations, emanating from projects undertaken by our members and other stakeholders, and should include a presentation area. The stand will be opened by the Ambassador of the European Union to Japan. The event will bring together stakeholders on rail Research & Innovation (R&I) from all over the world, including manufacturers, network managers, operators, as well as research institutions and universities.

Dates: 28 October – 1 November 2019

Place: Tokyo, Japan

Number of participants: 1,000

Objectives

The JU's main objective at the event is to have a prominent presence and to position the JU and Europe more widely as world leaders in rail R&I. To achieve this, the JU wishes to use this platform to present its latest research results and concretely illustrate how it is contributing to delivering the railway system of the future.

Requirements

- Design of a multi-purpose space allowing for the showcasing of products and publications, as well as meeting and presenting areas;
- Design of all visual materials to be used on the stand;
- Ensuring the technical set-up of the stand;
- Including a proposal for hostesses to assist Shift2Rail staff in the manning of the stand;
- Provide a roadmap including all necessary details for Shift2Rail staff to follow to ensure a smooth running of the stand during the event;
- Creation of a communication plan to promote the stand before, during, and after the event.

Budget

The tenderer should propose an estimated budget, including provisions for reimbursable and unforeseen expenses. Tenderers should use the prices they have indicated in its financial offer ("Price schedule").

Outputs to be submitted by tenderer:

a) Concept Development Plan

The tenderer should write a Concept Development Plan that includes a proposal for the concept of the stand, as well as details concerning the logistics and organisation. The concept development plan should also include the visual identity, as well as a mock-up of the stand itself.

b) Project Management Plan

The tenderer should provide a Project Management Plan for the implementation of the stand at the event, specifying the composition of the project team, estimated budget (with itemised breakdown), timeline, monitoring and evaluation.

Background information

- The event website for the World Congress on Railway Research can be accessed here: <https://wccr2019.org/index.html>
- Technology demonstrators presented by the Joint Undertaking at a past event (InnoTrans 2018), can be accessed here: <https://shift2rail.org/innotrans-2018/>

2.6.2. Case study 2: Graphic design

Context

The Shift2Rail Joint Undertaking's R&I activities are structured around five key Innovation Programmes (IPs) and Cross Cutting Activities (CCA), encompassing the relevant railway technical and functional subsystems and actors, as well as interactions between them. These IPs and CCA form the basis of the JU's R&I activities and are communicated on the Shift2Rail website, during presentations by Shift2Rail staff and members and in a variety of online and print material.

Objectives

The Shift2Rail Joint Undertaking requires a series of effective graphics to clearly communicate about its IPs and Cross Cutting Activities for a variety of purposes and in different formats.

Requirements

- Design the visual identity for the series of graphics to be used to communicate about Shift2Rail's IPs and CCA;
- Design the IPs/CCA overview infographic (including all IPs and CCA);
- Design detailed images for each of the 6 IP/CCA;
- Propose a plan detailing how the overview infographic and individual images can be used to suit different online, audio-visual and print media.

Budget

The tenderer should propose an estimated budget, including provisions for reimbursable and unforeseen expenses. Tenderers should use the prices they have indicated in the financial offer ("Price schedule").

Outputs to be submitted by tenderer:

a) Concept Development Plan

The tenderer should write a Concept Development Plan that includes the tasks and stages involved in designing the visual identity, overview infographic, and IP/CCA images. The concept development plan should also include one mock-up of the overview infographic itself.

b) Project Management Plan

The tenderer should provide a Project Management Plan for the implementation of the design of these visual materials, specifying the composition of the project team, estimated budget (with itemised breakdown), timeline, monitoring and evaluation.

Background information

- Information concerning Shift2Rail's R&I programme, divided into Innovation Programmes and Cross Cutting Activities, can be accessed here: <https://shift2rail.org/research-development/>
- The current graphics available to illustrate the Innovation Programmes and Cross Cutting Activities are available here: https://shift2rail.org/wp-content/uploads/2018/09/Shift2rail-Rapport_Annuel-2017_web.pdf

2.7. Compliance with data protection principles and impact on data protection policies

2.7.1. Compliance with Data Protection principles and privacy by design

Due to the nature of communication services (high visibility, extensive use of ICT technology and possible use of subcontractors), the Contractor will be acting as an external processor, eventually as a co-controller in certain specific processes, when processing personal data on behalf of the S2R JU.

In addition to compliance with Regulation 2016/679 (GDPR)⁵ for processing operations of personal data within its own remit, services mentioned above shall be provided in strict compliance with Regulation 2018/1725⁶ (EUDPR) applicable to the S2R JU as a European Union body. In addition, the Contractor shall comply with any relevant Guidelines of the European Data Protection Supervisor (EDPS) and internal S2R JU rules applicable to communication activities in the broad sense, among others:

⁵ Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (Text with EEA relevance)

⁶ REGULATION (EU) No 2018/1725 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC

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- The Guidelines of the EDPS on Webs services and on Mobile applications and its future updates. All Guidelines and updates are available at https://edps.europa.eu/data-protection/our-work/our-work-by-type/guidelines_en
- Presentation of EDPS
- S2R JU legal and privacy notice and data protection policy available in the S2R JU public web site: <https://shift2rail.org/terms-of-use/>
- The S2R JU Data Protection Register and Privacy Notices available in the S2R JU public web site: <https://shift2rail.org/about-shift2rail/reference-documents/functioning-of-the-ju/>

The above list of guidance is not exhaustive as it is subject to constant update. The Contractor will be notified in case of new updates on S2R JU policies and shall keep a proactive approach in terms of monitoring the updates of the EDPS Guidelines.

Compliance with data protection principles shall be implemented through the full contract cycle taking into account, inter alia, the following elements:

- Technical advice to the S2R JU communication team and S2R JU Data Protection Officer (S2R JU DPO) in the updating of the system of records of processing operations so as to ensure compliance with the applicable legal framework;
- Proactive approach and strict cooperation with the communication team and S2R JU DPO in the collection of consent, data management and preparation and dissemination of privacy notices through several channels, including events, webs and videos;
- Design of privacy friendly solutions, proactive approach and timely involvement of the Contractor's DPO and S2R JU DPO for within the design and development of any web based material, audio-visual product;
- Especially relevant in the case of use (through subcontracting) of third party technologies, international transfers shall be duly justified by the Contractor and approved in advance and in writing by the S2R JU. In case a processing involves transfers of personal data to third countries or international organisations, prior to the processing, inform the S2R JU DPO and the Contract, about the measures intended to undertake to ensure compliance with Chapter V of the EU DPR in terms of adequacy decision or appropriate safeguards;
- Privacy friendly approach in terms of social media monitoring, identification of target audience groups by foreseeing the provision of information to data subjects on the processing of personal data relating to them.

The compliance with data protection principles and impact on data protection policies will be part of the evaluation of the tenders as indicated in section 5.3. of these Tender specifications.

2.7.2. Impact on data protection

Some of these services are considered to have an impact on the rights of data subject with regards to the processing of their personal data. As such, these services listed below shall be provided in full compliance with the data protection and privacy principles stated in section 2.7., in particular (non-exhaustive list):

- Social media monitoring, and in particular target audiences and profiling;

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- Photography, in terms of collection, use and destruction of images;
- Innovative ways to target audience;
- Designing, creating and implementing web pages, mini websites or micro sites;
- Producing videos in various formats;
- Managing and producing video, audio and photo coverage of events, such as conferences, seminars, press briefings, exhibitions, awards ceremonies, openings etc.;
- Managing participant registrations and attendance;
- Organising accommodation of speakers and/or participants to events;
- Managing payment and reimbursement of costs linked to registration, travel, accommodation and any other necessary expenses for relevant participants e.g. speakers or press;
- Managing virtual events, such as webinars or online tutorials.
- Providing secretarial and hosting services for the event or managing recruitment and management of on-site event staff (hostesses/stewards)

2.8. Approach to sustainable procurement

The S2R JU encourages and expects environmentally friendly performance of the services and works in accordance with all applicable standards.

Environmentally friendly performance of the works in accordance with all applicable standards will be part of the evaluation of the tenders as indicated in section 5.3 of these Tender specifications.

2.9. Compliance with environmental, social and labour law

The tenderer must respect the applicable obligations under environmental, social and labour law established by Union law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to Directive 2014/24/EU⁷.

2.10. Human Resources: Roles and Responsibilities

Contractors will set up a team combining all the expertise and experience necessary to carry out the tasks described in these specifications. All members of the team who are in contact with the S2R JU must be able to work in English. See section 5.3.3. for more details of the required technical and professional capacity.

The Contractor must inform the S2R JU of any changes (departures, arrivals, promotions, etc.) in the composition of the team during the performance of the contract. He/she must ensure that the composition of the team complies with the present tender specifications throughout the full duration of the contract, including providing an appropriate back-up person in case of absences. The Contractor must provide the training programmes necessary to ensure a constant high quality of services of the team.

⁷ Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC (OJ L 94, 28.3.2014, p. 65).

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The S2R JU reserves the right to request the replacement of any member of the team whose experience and/or competence deems to be inadequate, stating its reasons. Special attention will be paid to the approach proposed by the Contractor for managing subcontractors. The Contractor will be required to indicate the kinds of work, which they plan to subcontract and the name of any companies to which they are already intending to subcontract a part of the work.

2.10.1. Contract management

A contract manager should be assigned to manage assignments and respond to S2R JU requests. The contract manager should participate in progress meetings with the S2R JU and contribute to the reporting duties for the activities.

The contract manager shall be the main contact point with the S2R JU and will be in charge of overseeing the overall contract and related project activities, including among others:

- Liaising with other Contractor/s to manage any possible hand-over;
- Responding to S2R JU requests;
- Participating in progress meetings with the S2R JU;
- Carrying out the reporting duties on all activities.

2.10.2. Team members

Selected team members should have the necessary qualifications to carry out the tasks described in Section 2. See section 5.3.3. for more details of the required technical and professional capacity.

The Contractor shall ensure that the team delivering the services (in terms of personnel and profiles) is composed in accordance with the terms of these tender specifications for the whole duration of the Contract.

S2R JU reserves the right to request the replacement of any member of staff who, by decision of the Contracting Authority delivers unsatisfactory service.

3. INFORMATION ABOUT THE CONTRACT TO BE AWARDED

3.1. Nature

The contract that will be signed is a single service Framework Contract. There will be one Contractor who will be awarded this Framework Contract and it will execute the tasks according to the specific contracts or order forms which will be signed.

A draft of the Framework Contract which will be concluded is provided with the technical specifications at the S2R JU web site: <https://shift2rail.org/participate/procurement/ongoing-calls-for-tender/>.

The draft Framework Contract specifies the rights and obligations of the Contractor. No changes can be accepted by the Contracting Authority (the S2R JU).

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In submitting a tender, the tenderer accepts all terms and conditions specified in the invitation to tender, the present tender specifications and the draft framework service contract.

3.2. Duration

The duration of the contract is 12 months, which may be automatically renewed 4 times for up to total duration of 60 months (see Article I.3.5 of the draft contract).

The estimated date for the start of the activities is September 2019.

3.3. Value

The maximum amount for the total duration of the Framework Contract (60 months), excluding VAT and including all possible renewals and the reimbursable expenses shall be **2 400 000 EUR (two million four hundred thousand euro)**. This amount shall also cover any contingencies.

However, these estimates do not constitute any obligation on the volume to be purchased and are given for information purposes only and without any commitment.

The contracting authority may use a negotiated procedure without prior publication of a contract notice⁸ and negotiate with the Contractor the award of new services consisting in the repetition of similar services. It is possible to use this procedure for a maximum of a 50% of the total value of the FWC above indicated, within three years after its signature and provided the new services are within the scope of the initial contract and technical specifications.

3.4. Implementation of the Framework Contract and procedure to be followed

A Framework Contract is a legal agreement between two parties - in this case, the S2R JU and the Contractor. It acts as the legal basis for the possible future purchase of services by the S2R JU. The Framework Contract defines, amongst others, the scope of services that can be purchased, methodology for implementation, timing and fees to be respected by the Contractor. The Framework Contract itself is not an order for services and does not constitute a financial commitment.

Services will be requested (i.e. ordered) under “specific contracts” (or “order forms”) linked to particular activities, over a given period.

For the implementation, Article I.4.3 of the Framework Contract applies.

3.4.1. Procedure for the management of the framework and specific contracts

The framework service contract will be implemented through specific contracts according to the template annexed to the draft Framework Contract. The Contractor will be requested to submit a specific offer. As the need for support arises, the S2R JU shall submit a request for services

⁸ As per Point 11.1 (e) (for services) and (f) (for supplies) of Annex 1 to the Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union.

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describing the services to be provided, the timing, the estimated level of effort, a milestone payment plan, when applicable, and the deliverables expected to be produced. The Contractor shall make his offer in response to S2R JU's request for services within the deadline set.

3.4.2. S2R JU request for services

The S2R JU intends to issue individual and successive specific contracts or order forms over the period of validity of the Framework Contract and shall take the form of one of the documents provided under Annex III (models for specific contracts and order forms) to the draft Framework Contract. Either format may be used for implementation of the Framework Contract, depending on the S2R JU's needs.

- The request of services may include a period of time with different tasks and/or specific stand-alone tasks;
- The Contracting Authority will issue a request for services to be answered by the Contractor within a deadline;
- The Contractor may decide to request clarifications to be answered by the Contracting Authority. This does not suspend the obligation of the Contractor's deadline in answering the request for services;
- If the Contractor is not in the position to perform the requested services, it shall inform the Contracting Authority by the aforementioned deadline, indicating duly motivated reasons. The Contracting Authority may consider the reasons brought forward by the Contractor and maintain it, adapt it or cancel it;
- The Contracting Authority shall approve the offer of the Contractor and formalise it in a draft specific or order form to be submitted to the Contractor for signature.

3.4.3. Contractor's offer

The Contractor should submit a specific offer in response to S2R JU's request for services for specific contracts within a maximum deadline of 5 working days unless differently agreed by the Contracting Authority. The specific tender shall not represent a repetition of the content of the request for services; instead, it shall include technical and financial sections covering the following topics:

- Technical description on how the Contractor intends to carry out the services;
- List of the proposed personnel to carry out the requested services, specified per service/deliverable;
- Total number of man-days and the number of man-days that it is considered necessary to complete the requested services, specified per activity/deliverable and option (if applicable);
- Proposed fixed total price requested for the activities in accordance with Article I.6 of the Framework Contract;
- Proposal for a milestone payment plan based on the duration of the services to be performed under this, including interim payments in case needed in accordance with Article I.6.2 of the Framework Contract;
- Any other element that the contract would wish to highlight and that is not listed in any of the above points.

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In terms of service provision, the Contractor must respect the following quality criteria:

- Availability at the starting date;
- Respect of starting date;
- Effective presence of staff during the execution;
- Provision of the correct level of expertise in relation with the request;
- Quality requirement for the preparation of specific tender in terms of:
 - Compliance with price list (see Annex V);
 - Level of creativity, in terms of responding to the brief, proposing original ideas and capturing the strategic communications objectives of the S2R JU;
 - Proposed timeline
- Client satisfaction with service execution (contract implementation) in terms of:
 - Compliance with proposed timelines;
 - Compliance with proposed service execution;
 - Resulting service provision meeting S2R JU objectives.

3.5. Place of performance and delivery

The services may take place anywhere in the European Union member states or, exceptionally, outside these territories.

3.6. Communication

Communication between the tenderer and the S2R JU must be possible by phone, electronic mail, fax, normal and registered mail, and a communications solution such as video conference systems or equivalent.

3.7. Language services

The working language of the S2R JU is English. The English language shall be used throughout the project duration for all communication, reports and other documentation.

3.8. Meetings

- When face-to-face meetings between the S2R JU and the Contractor are needed, these will take place at the S2R JU's premises in Brussels or, during events for example, in the location of the events if needed.
- Where possible, meetings between the S2R JU and the Contractor can be made by utilising modern technologies such as video conference systems.
- The costs of these meetings must be borne exclusively by the Contractor; the S2R JU will not reimburse separately the expenditure incurred.

3.9. Handover to the next Contractor

At the end of the contract, the Contractor shall take the necessary steps to ensure efficient and effective handover of activities to the next Contractor to guarantee continuity of operations. Upon

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conclusion of the contract, the Contractor will be required to provide the S2R JU and the next Contractor with all the necessary information to continue the services.

Timing for submission: 1 month before the expiry date of the Framework Contract.

3.10. Payment terms

The payment arrangements are laid down in the draft Framework Contract for services (Article I.6).

3.11. Monitoring and deliverables

3.11.1. Monitoring, reporting and meetings

A kick-off meeting should take place on S2R JU premises upon signature of the contract with the purpose of discussing working requirements and methodology. Once the S2R JU Budget for the following year is adopted, the JU and the Contractor will discuss the indicative communication activities for the concerned year.

A planning meeting will take place at the launch of each specific contract to discuss the activities and timeline for deliverables. The Contractor will provide the S2R JU with regular progress reports on the delivery of specific contract deliverables. This may be done through email but also through ad hoc meetings, either online, by-phone or face-to-face, upon the request of the S2R JU.

Upon request of the S2R JU communication team or the S2R JU DPO, the Contractor will provide input to records of processing of personal data or prepare privacy statements for dissemination through different channels.

A project management tool for monitoring and reporting may be proposed by the tenderer for this purpose. An alternative reporting methodology to the above explained, that would be in any case subject to discussions and agreement of the S2R JU, may be proposed by the Contractor.

3.11.2. Quality assurance

The Contractor will guarantee full quality control of all the services provided, in line with the requirements set out in these tender specifications. The tender should include a quality plan that the Contractor intends to adopt for the performance of the services requested. It should specify how the Contractor intends to monitor and ensure high quality and effective follow-up of the services he may be called upon to provide to the S2R JU during the performance of the contract.

The proposed quality plan will set out, among other things, the various specific contracts the Contractor intends to implement, the indicators he intends to use to ensure the quality monitoring of the services performed, compliance with the deadlines. The Contractor shall report on the efficiency, effectiveness and value for money of the implemented communications actions.

3.12. Intellectual Property Rights

Intellectual property rights will be governed by the relevant provisions of the draft Framework Contract annexed to the invitation to tender.

The Contractor must comply with all the IPR requirements included in the description of the services above.

It should be noted that, if the activity results (please, refer to the draft contract for the definition of the “results”) are not to be fully created for the purpose of the contract it should be clearly pointed out in the tender. There should be information provided about the scope of pre-existing materials, their source and when and how rights to them have been acquired.

In addition, the tenderer should foresee in its tender the management of different licences required for the provision of services.

4. INFORMATION ON THE TENDERING PROCEDURE

4.1. Participation

Participation in this procurement procedure is open on equal terms to all natural and legal persons coming within the scope of the Treaties, as well as to international organisations.

It is also open to all natural and legal persons established in Overseas Countries and Territories (OCT) as listed in the Annex II of the TFEU⁹ and to all natural and legal persons established in Iceland, Norway and Lichtenstein, as per the EEA Agreement¹⁰.

As indicated in the Appendix I to the WTO Agreement on Government Procurement (GPA)¹¹, any EU institution or body other than the Commission, the EEAS and the Council cannot open their procurement procedures to economic operators established in GPA countries. Therefore, this procurement procedure is not opened to economic operators established in GPA countries.

Notice for British candidates or tenderers:

Please be aware that after the UK's withdrawal from the EU, the rules of access to EU procurement procedures of economic operators established in third countries will apply to tenderers from the UK depending on the outcome of the negotiations. In case such access is not provided by legal provisions in force, tenderers from the UK could be rejected from the procurement procedure.

4.2. Variants

Variants, any equivalent alternatives to the model solution of the contracting authority, are prohibited.

⁹ Consolidated versions of the Treaty on European Union and the Treaty on the Functioning of the European Union. Official Journal C 326, 26/10/2012 P. 0001 - 0390

¹⁰ <http://www.efta.int/eea/eea-agreement>

¹¹ https://www.wto.org/english/tratop_e/gproc_e/gp_gpa_e.htm

In addition, tenderers may not submit tenders for only part of the services required.

4.3. Identification of the tenderer

The tenderer must fill-in all the information requested in the **Tender Submission Form (Annex I)**, signed by an authorised representative, presenting the name of the tenderer (including all entities in case of consortia or joint tender) and identified subcontractors (if applicable), and the name of the single contact point (leader) in relation to this procedure.

The tenderer (and each member of the group in case of consortia or joint tender) must also declare whether it is a Small or Medium Size Enterprise in accordance with Commission Recommendation 2003/361/EC¹². This information is used for statistical purposes only.

All tenderers (including all members of the group in case of consortia or joint tender) must provide a signed **Legal Entity Form** with its supporting evidence. The form is available on: http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

Tenderers that are already registered in the Contracting Authority's accounting system (i.e. they have already been direct Contractors) must provide the form but are not obliged to provide the supporting evidence.

The tenderer (or the leader in case of consortia or joint tender) must provide a **Financial Identification Form** with its supporting documents. Only one form per tender should be submitted. No form is needed for subcontractors and other members of the group in case of joint tender. The form is available on: http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial-id_en.cfm

4.4. Consortia and Joint tenders

A group of two or more economic operators may submit a tender ("consortium" or joint tender). A joint tender will be treated in the same way as any other type of tender, being assessed on its own merits in the light of the criteria set out in these specifications. A joint tender may include subcontractors, in addition to the joint tenderers.

Any change in the composition of the group during the procurement procedure may lead to rejection of the tender, except with the prior written authorisation of the Shift2Rail Joint Undertaking. Any change in the composition of the group after the contract has been signed and without the prior written authorisation of the Shift2Rail Joint Undertaking may result in the contract being terminated.

The group must provide the data requested in the Tender Submission Form (Annex I), stating clearly the identity and the separation of tasks among the members of the group. The group shall appoint (through a power of attorney signed by each member) a legal entity ('leader') with full authority to bind the group and each of its members vis-a-vis the Contracting Authority for submission of a tender and the signing of the contract.

Following the award, the contract will be signed between the contracting authority and the 'leader' of the consortium.

¹² <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2003:124:0036:0041:en:PDF>

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The duly authorised 'leader' will be also responsible for administration of the contract (order forms or specific contracts), invoicing, receiving payments, etc. on behalf of other members of the group.

In the case of a consortia or joint tender, all the members of the group are jointly and severally liable for the performance of the contract.

Exclusion criteria (see point 6.2 below) will be assessed in relation to each member of the group individually. Selection criteria (see points 6.3 below) will be assessed in relation to the group as a whole.

For each consortium or group member, the tenderer must, at the time of tender submission¹³:

- Specify the company or person heading the project (the leader) and submit, a copy of the document authorising this company or person to submit a tender on behalf of the consortium (e.g. power of attorney);
- Submit the Declaration on the honour on exclusion and selection criteria using the template in **Annex II**. To this end, each member of the group must duly fill in sections I to VI of the above-mentioned declaration; in section VII they shall indicate 'N/A', as this will be filled in only by the leader.
- Submit the required evidence for selection criteria – legal capacity (see section 5.3.1).

For the selection criteria - economic & financial capacity (see section 5.3.2) and technical and professional capacity (see section 5.3.3) the evidence should be provided by each member of the consortium, but will be checked to ensure that the consortium as a whole fulfils the criteria (e.g. not every consortium member needs to fulfil each of the criteria individually – but rather as a whole).

Notice for S2R JU Members:

Please note that if the contract is awarded to a JU member (either “sole tenderer” or a member of a consortium), the S2R JU reserves the right to request, after the signature of the contract, evidence from the JU Member regarding the amount received (“transfer of money”) under this contract in order to verify the S2R JU contribution planned to be received in accordance with their respective Membership Agreement. This rule does not apply in case that the S2R JU member is a subcontractor as in this case the amount will be counted only to the leader of the consortium.

4.5. Subcontracting

Subcontracting is permitted but the Contractor shall retain full liability towards the contracting authority for performance of the contract as a whole.

Tenderers are required to identify subcontractors whose share of the contract is **above 10% (in value or in tasks to be subcontracted)**. For each identified subcontractor, the tenderer must, at the time of tender submission¹⁴:

¹³ See also section 6.1 and Annex I – Tender Submission Form – for a summary / overview of documents to be submitted as part of the tender.

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- Indicate clearly which parts of the work will be sub-contracted (including freelances, consultants, experts etc.) and to what extent (proportion in %).
- Submit the Declaration on the honour on exclusion and selection criteria. To this end, they must duly fill in sections I to VI of the abovementioned declaration; in section VII they shall indicate 'N/A', as this will be filled in only by the leader.
- Submit a duly signed and dated (by the subcontractor) “Letter of intent” using the template provided in **Annex III** - confirming its unambiguous undertaking to collaborate with the tenderer if they are awarded the contract and detailing the resources that they will put at the tenderer’s disposal for the performance of the contract.
- Proof of Technical & Professional Capacity: Submit the required evidence for technical and professional capacity (see section 5.3.3). Please note the evidence provided by each subcontractor, for those applicable criteria, will be checked only to ensure that the tenderer as a whole fulfils the criteria.

All subcontracting must be approved by the contracting authority, either by accepting the tender, or, if proposed by the Contractor after Framework Contract signature, by prior agreement of the contracting authority. In the latter case, the modification may be accepted only in exceptional circumstances when the contracting authority considers sub-contracting to be necessary to complete the project and when it does not lead to distortion of competition. Where no sub-contracting is indicated in the tender the work will be assumed to be carried out directly by the tender.

Special attention shall be paid to the applicable legal framework on data protection and privacy safeguards when planning the subcontracting of services whose provider is not based in the EU or EFTA territory. For more information, see section 2.7 (Compliance with Data Protection principles and privacy by design).

5. EVALUATION AND AWARD

5.1. Introduction

The evaluation will be based solely on the information provided in the submitted tender by the tenderer and in the light of the criteria set out hereunder.

1. Verification of non-exclusion of tenderers on the basis of the exclusion criteria (see section 5.2. below),
2. Selection of tenderers on the basis of selection criteria (see section 5.3. below)
3. Verification of compliance with the minimum requirements set out in these tender specifications (see section 5.4. below)
4. Evaluation of tenders on the basis of the award criteria (qualitative and financial evaluation and case studies) (see section 5.5. below).

¹⁴ See also section 6.1 and Annex I – Tender Submission Form – for a summary / overview of documents to be submitted as part of the tender.

The S2R JU will assess these criteria in no particular order. Nevertheless, the successful tenderer must meet and pass all the five criteria to be awarded the contract.

5.2. Verification of non-exclusion of tenderers on the basis of the exclusion criteria

Tenderers must provide a declaration on their honour (**Annex II**), dated and signed by a duly authorised legal representative, stating that they are not in one of the situations referred to in Article 136 of the Financial Regulation¹⁵.

In case of consortia or joint tender, each member of the group must provide the declaration on honour signed by an authorised representative. To this end, each member of the group must duly fill in sections I to VI of above-mentioned declaration; in section VII they shall indicate 'N/A', as this will be filled in only by the leader.

In case of subcontracting, all subcontractors whose share of the contract is above 10 % and all subcontractors whose capacity is necessary to fulfil the selection criteria must provide a declaration on honour signed by an authorised representative. To this end, they must duly fill in sections I to VI of above-mentioned declaration; in section VII they shall indicate 'N/A', as this will be filled in only by the leader.

The Contracting Authority reserves the right to verify whether the successful tenderer is in one of the situations of exclusion by requiring the supporting documents listed in the declaration of honour.

The exclusion criteria will be applied to each member of the group and each subcontractor concerned individually.

Supporting document: declaration on honour on exclusion and selection criteria (**Annex II**).

Evidence: the successful tenderer will be asked to submit evidence as defined in the declaration (section VI – Evidence upon request), before the signature of the Framework Contract and within a deadline given by the contracting authority. This requirement applies to each member of the group in case of consortium or joint tender. It also applies to all subcontractors whose share of the contract is above 10% and to all subcontractors whose capacity is necessary to fulfil the selection criteria. The successful tenderer, referred as “the person” here below and in the declaration, must submit:

- For situations described in points **(a), (c), (d), (f), (g) and (h)** of the declaration,
 - production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied
- For situations described in **(b)**

¹⁵ Regulation (EU, Euratom) 2018/1046 on the financial rules applicable to the general budget of the Union, repealing Regulation (EU, Euratom) No 966/2012

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- production of recent certificates issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.

Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or a notary or, failing that, by a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

A tenderer (or a member of the group in case of consortia or joint tender, or a subcontractor) is not required to submit the documentary evidence if it has already been submitted for another procurement procedure and provided the documents were issued not more than one year before the date of their request by the contracting authority and are still valid at that date. In such cases, the tenderer must declare on its honour that the documentary evidence has already been provided in a previous procurement procedure, indicate the reference of the procedure and confirm that that there has been no change in its situation.

If the tenderer is unable to provide the documents requested within the period specified by the contracting authority and cannot therefore prove that he is not in one of the situations of exclusion, the tender may be rejected and the contracting authority reserves the right to sign the contract with another tenderer.

A tenderer (or a member of the group in case of joint tender or consortia, or a subcontractor) is not required to submit a specific document if the contracting authority can access the document in question on a national database free of charge.

Please refer to the following web page for additional information regarding the relevant requirements and model documents under national laws of the EU Member States: <https://ec.europa.eu/growth/tools-databases/ecertis/>

The obligation to submit supporting evidence does not apply to international organisations, but apply to public bodies.

5.3. Selection of tenderers on the basis of selection criteria

Tenderers must have the overall capabilities (legal, regulatory, economic, financial, technical and professional) to perform the contract. A selection criterion always consists of three elements: (i) the criterion, (ii) the minimum level or minimum requirement and (iii) the relevant supporting documents (Point 18.2 Annex 1 of the Financial Regulation).

All the requirements listed below must be met in order to be awarded the contract.

Please note that :

- in the selection phase, assessment focuses on the experience and capacity of the tenderer, and not on the quality of the (technical) offer submitted. The latter is to be assessed in the

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light of the award criteria. Therefore, the evaluation of the selection criteria will be made on a YES/NO basis.

- Selection criteria applied to the **tenderer as a whole** (including all members of a joint tender, subcontractors and third parties on which the tenderer relies to fulfil some selection criteria). Therefore a **consolidated assessment** will be performed.

Supporting documents: For the selection criteria, the tenderer (sole tenderer or leader in case of consortia or joint tender) must provide the declaration on honour (by filling in section VII of Annex II) stating that the tenderer, including all members of the group in case of joint tender and including subcontractors if applicable, fulfils the selection criteria, for which a consolidated assessment will be carried out. This declaration is part of the declaration used for exclusion criteria (see section 5.2.) so only one declaration covering both aspects should be provided by each concerned entity.

Evidence: Please note that **all the supporting documents listed below must be provided together with the tender and within the deadline for submission** as proof of the declaration on the honour on the selection criteria referred to in the annex II. This requirement applies to each member of the group in case of consortia or joint tender and to subcontractors whose capacity is necessary to fulfil the selection criteria.

A tenderer (or a member of the group in case of consortia or joint tender, or a subcontractor) is not required to submit the documentary evidence if it has already been submitted for another procurement procedure and provided the documents were issued not more than one year before the date of their request by the contracting authority and are still valid at that date. In such cases, the tenderer must declare on its honour that the documentary evidence has already been provided in a previous procurement procedure, indicate the reference of the procedure and confirm that that there has been no change in its situation.

A tenderer (or a member of the group in case of joint tender or consortia, or a subcontractor) is not required to submit a specific document if the contracting authority can access the document in question on a national database free of charge.

Please refer to the following web page for additional information regarding the relevant requirements and model documents under national laws of the EU Member States: <https://ec.europa.eu/growth/tools-databases/ecertis/>

5.3.1. Legal and regulatory capacity

Tenderers must prove that they are allowed to pursue the professional activity necessary to carry out the work subject to this call for tenders. The tenderer (including each member of the group in case of consortia or joint tender) must provide the following information in its tender if it has not been provided with the Legal Entity Form.

Criterion:

- 1) For legal persons, a legible copy of the notice of appointment of the persons authorised to represent the tenderer in dealings with third parties and in legal proceedings, or a copy of the publication of such appointment if the legislation applicable to the legal person requires such publication. Any delegation of this authorisation to another representative not indicated in the official appointment must be evidenced.

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- 2) For natural persons, if required under applicable law, a proof of registration on a professional or trade register or any other official document showing the registration number.

Evidence:

- 1) Tenderers shall provide a dully filled-in **Legal Entity Form**, including all associated supporting documentation:
http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm#en
- 2) If required under applicable law, evidence of inclusion in a trade or professional register, or a sworn declaration or certificate, membership of a specific organisation, express authorisation or entry in the VAT register.

5.3.2. Economic and financial capacity criteria

The tenderer must demonstrate sufficient economic and financial resources to perform the contract until its end. In order to prove their capacity, the tenderer must comply with the following selection criteria.

- 1) **Criterion and minimum level. Turnover.** The average annual turnover of the last two financial years for which accounts have been closed must be above **EUR 480 000 (four hundred eighty thousand euro)**. This criterion applies to the tenderer as a whole, i.e. the combined capacity of all members of a group in case of consortia or joint tender and subcontractors.

2) Evidence:

- Proof of economic and financial capacity shall be furnished by completing **Annex IV.a – Economic & Financial Capacity** and copy of the profit and loss account or the balance sheets or extracts from balance sheets for at least the last two years for which accounts have been closed (where publication of the balance sheet is required under the company law of the country in which the economic operator is established).
- Failing that, the tenderer must supply with appropriate statements from banks.

If, for some exceptional reason which the contracting authority considers justified, the tenderer is unable to provide the required evidence, it may prove its economic and financial capacity by any other document which the contracting authority considers appropriate. In any case, the contracting authority must at least be notified of the exceptional reason and its justification. The contracting authority reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

In case of consortia or group, each member will have to provide the information required above. In the case of subcontractors performing a share of the contract representing more than 10 % of the total value of the Framework Contract, the information requested above must be provided separately for each subcontractor.

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Nota Bene: Public bodies and higher education establishments are not subject to a verification of their economic and financial capacity.

5.3.3. Technical and professional capacity criteria

Tenderers must demonstrate they have sufficient technical and professional capacity to perform the contract by complying with the following criteria:

5.3.3.1. Tenderer's experience in the field of the contract

The tenderer (in case of a consortia or joint tender the combined capacity of all members of the group and identified subcontractors) must comply with the criteria listed below. Evidence must be provided only for selected profiles. Further evidence shall be provided upon request.

- 1) Criterion A1:** Professional experience in carrying out service assignments similar to those specified in the technical specifications as well as executing and managing projects of important value, in particular:
 - a. integrated communication campaigns
 - b. event management
 - c. digital communication
 - d. web maintenance
 - e. public affairs services

Minimum level and evidence A1:

The tenderer should provide:

- (a) a statement declaring that it possesses at least 5 years' experience in the field of the contract
 - (b) references for at least five (5) projects delivered and successfully completed in the fields indicated above over the last five (5) years. The five projects should cover all the fields indicated above (e.g.: 3 projects can cover fields (a), (b) and (c) and 2 project fields (d) and (e)).
 - (c) from the references of projects provided, there should be at least three (3) projects of a value above EUR 20 000 and at least two (2) projects of a value over EUR 80 000.
- The tenderer must complete and sign the **Annex IVb-Technical and professional capacity template**- Tenderer's experience in the field of the contract and provide the supporting documents indicated above.
- 2) Criterion A2:** European and international experience and its capacity to operate on a European and international level.

Minimum level and evidence A2:

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- from the list provided under Evidence A1 of Criterion A1, the tenderer should provide references for at least two (2) projects carried out in as least two (2) different EU Member states (one project shall cover a different EU member state) and at least one (1) project performed outside the EU.
- The tenderer must complete and sign the Annex IVb-Technical and professional capacity template- Tenderer's experience in the field of the contract and provide the supporting documents indicated above.

3) Criterion A3. Knowledge of Data Protection and expertise implementing privacy friendly solutions in the fields of the contract (i.e. provision of integrated information and communication campaigns, event organisation and public affairs services)

Minimum level and evidence A3:

- At least one of the members of the team indicated in section 5.3.3 shall have at least 2 years of experience implementing privacy and EU data protection principles.
- The tenderer must complete and sign the Annex IVc- Technical and professional capacity template -Capacity of the team proposed by the tenderer/delivering the service.

4) Criterion A4. English language capacity

Minimum level and evidence A4:

- The tenderer must prove capacity to work in English (C1 level in the Common European Framework for Reference for Languages¹⁶) and prove experience and capacity to draft and deliver excellent quality reports in English.
- At least two (2) projects delivered and successfully completed in the fields indicated in Criterion A1 must have been delivered in English at C1 level.

5) Criterion A5. Capacity to implement and manage the Framework Contract

Minimum level and evidence A5: the tenderer must provide:

- a statement of its average annual workforce and size of the management staff during the last three (3) years and
- a description of all the resources available to guarantee the professional performance of the services for this tender (technical equipment, infrastructure, personnel, software licences).

5.3.3.2. Capacity of the team proposed by the tenderer delivering the service

The tenderer must have the following team and must include, as a minimum, the following profiles with the number of persons indicated below:

¹⁶ <http://europass.cedefop.europa.eu/en/resources/european-language-levels-cefr>.

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Profile	Minimum number	Overall minimum years of experience	Minimum years of experience in the field of the contract
<u>Contract manager</u>	1	10	5
<u>Communications planner/strategist</u>	1	10	5
<u>Video/animation producer/editor</u>	1	5	5
<u>Events' organiser</u>	1	5	5
<u>Graphic designer</u>	1	5	2
<u>Copywriter/ Scriptwriter editor</u>	1	2	2
<u>Multimedia developer</u>	1	5	2
<u>Web designer</u>	1	5	2
<u>Photographer</u>	1	5	2
<u>EU Data protection specialist</u>	1	5	2

6) Criterion B1. – Contract Manager

At least one (1) Contract Manager

Minimum level and evidence B1:

- Higher education degree or equivalent professional experience and fluency in both written and spoken English at C2 level¹⁷.
- at least ten (10) years of professional experience in project management and at least five (5) years in the field of this contract. The management experience should include: quality control of the service, conflict resolution in projects of a similar size (i.e.: projects with the same value of this contract) and experience in management of team in any kind of service (i.e. not only related to the field of this contract). Professional experience includes the years of practice after obtaining the diploma(s) required.
- The *curriculum vitae* of the Contract Manager proving the professional experience described above. In the context of this call for tender, the tenderer is obliged to use the Europass format, which can be downloaded from the following address: <http://europass.cedefop.europa.eu>.
- The tenderer must complete and sign the **Annex IVc- Technical and professional capacity template** -Capacity of the team proposed by the tenderer/delivering the

¹⁷ <http://europass.cedefop.europa.eu/en/resources/european-language-levels-cefr>.

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service and provide the supporting document indicated above (CV of the Contract Manager).

7) Criterion B.2 - Communications planner/strategist

At least one (1) Communications planner/strategist.

Minimum level and evidence B2:

- This profile must have at least ten (10) years overall professional experience and at least five (5) years professional experience in the field of this contract.
- This profile must be fluent in both written and spoken English at C1 level¹⁸
- The tenderer must complete and sign the Annex IVc- Technical and professional capacity template -Capacity of the team proposed by the tenderer/delivering the service.

8) Criterion B.3. Video/animation producer/editor, events' organiser, graphic designer, copywriter/ scriptwriter editor, multimedia developer, web designer, photographer and EU data protection specialist

As least one (1) Video/animation producer/editor, one (1) events' organiser, one (1) graphic designer, one (1) copywriter/ scriptwriter editor, one (1) multimedia developer, one (1) web designer, one (1) photographer and one (1) data protection specialist

Minimum level and evidence B3:

- Each profile indicated above must have at least (5) years professional experience and at least two (2) years in the field of this contract.
- Each profile indicated above must have a working knowledge of both written and spoken English at B2 level¹⁹ except for the data protection specialist that must be fluent in both written and spoken English at C1 level.
- The tenderer must complete and sign the Annex IVc- Technical and professional capacity template -Capacity of the team proposed by the tenderer/delivering the service.

The Contracting Authority reserves the right to request any additional information including CVs and proofs for the statements by requiring e.g. copies of diplomas, qualifications or proofs for specific experiences.

In the case of consortia or joint tender, each member will have to provide the information required above according to their role in the consortium. In the case of subcontractors performing a share of

¹⁸ <http://europass.cedefop.europa.eu/en/resources/european-language-levels-cefr>.

¹⁹ <http://europass.cedefop.europa.eu/en/resources/european-language-levels-cefr>.

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the contract representing more than 10% of the total value of the Framework Contract, the information requested above must be provided separately for each subcontractor according to their role in the consortium.

5.4. Compliance with minimum requirements

Tenders must comply with all the minimum requirements set out in the technical specifications (section 2), in particular the applicable environmental, social and labour law obligations as well as the applicable legislation on protection of natural persons with regard to the processing of personal data.

Tenders deviating from the requirements or not covering all minimum requirements set out in the technical specifications will be rejected based on non-compliance with the tender specifications and will not be further evaluated.

Tenderers will not be considered as meeting the minimum requirements if they merely repeat the text of the tender specifications or fail to submit the two required case studies indicated in section 2.6.

Any compliant tender will be assessed on the basis of the award method detailed below.

5.5. Evaluation on the basis of the award criteria

The contract will be awarded to the economically most advantageous tender according to the 'best price-quality ratio' award method on the basis of:

- the quality of the services offered, assessed in the light of the award criteria set out below, and
- the financial offer.

The weighting between the quality of the proposed services and the price offered is:

60% — quality of the offer

40% — price proposed

The technical offer must cover all aspects and tasks required in the technical specifications and provide all the information needed to apply the award criteria.

5.5.1. Evaluation of the quality of the offer

A maximum total score of **100 points** will be awarded for the quality of the tender. The tender must reach a minimum score of **50% of points** in each individual quality criteria.

The overall quality of each tender shall be evaluated on the basis of the following criteria:

Quality criteria	Description	Maximum score	Minimum score to be achieved ("threshold")
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<p>1. Methodological approach</p>	<p>This criterion will be evaluated based on the feasibility, relevance and effectiveness of the proposed methodology and technical approach for delivering the list of services and goods indicated in section 2.</p> <p>This criterion will be evaluated on the basis of:</p> <ul style="list-style-type: none"> - the suitability and strength of the proposed methodology for achieving, in an efficient and comprehensive manner, the tasks to be performed by the Contractor. - the extent to which the services/goods and approach proposed meets S2R JU's objectives. - how the specificities of the different tasks are taken into account. - the tools used to carry out the tasks: their track-record, quality and effectiveness. 	<p>30</p>	<p>15</p>
<p>2. Contract management</p>	<p>The tender shall provide details on how the work and resources will be organised as well as the rationale behind the choice, in order to ensure maximum efficiency in terms of costs, speed and quality of the services requested. In particular, the tasks and profiles division within the team as well as availability of the resources will be assessed. Details shall be provided as part of the technical offer.</p> <p>This criterion will be evaluated on the basis of:</p> <ul style="list-style-type: none"> - the extent to which the tenderer will provide an effective, swift 	<p>30</p>	<p>15</p>

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	<p>and smooth organisation of the requested services while maintaining a high quality of service during contract implementation.</p> <ul style="list-style-type: none"> - roles, interfaces and responsibilities of the team made available for each task. - In case of a joint tender or consortia and/or subcontracting, how the different entities will co-operate (i.e. “leader” of the consortium, consortium members, subcontractors) and how they will be organised in order to achieve the expected results. This organisation must cover both technical aspects and administrative/financial issues and include the share of each entity, especially subcontractors. - availability and involvement of the contract manager, interaction and coordination with the team proposed by the tenderer and subcontractors (if applicable). - appropriateness of proposed tools in facilitating budget allocation and human resources organisation. - contract follow-up and business continuity 		
<p>3. Analysis of the case studies</p>	<p>Tenderers should outline the approach they propose to adopt with a view to achieving the objective described in the case studies (section 2.6.).</p> <p>This criterion will be evaluated on the basis of:</p>	<p>20</p>	<p>10</p>

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	<ul style="list-style-type: none"> - understanding of the requirements - appropriateness of the solutions and approach proposed - timeline, budget and human resources proposed, in particular coherence and adequacy with the prices indicated in its financial offer (“Price schedule”) and the tasks and profiles division within the team as well as availability of the resources indicated for the assessment of criterion 2 (contract management). - quality of the concept development plans, (including mock-ups requested) and project management plans 		
<p>4. Quality control system</p>	<p>The tender shall provide a detailed quality plan describing how it will ensure a high- level of quality in its services. This plan shall indicate how the controls of the different services and supplies will be done before they are submitted to the S2R JU as well as throughout the duration of the projects. The quality control system must cover the soundness of the analysis, the quality of the services and goods (i.e.: products and supplies), the monitoring and guarantee of deadlines and the continuity of service in case of absence of members of the team. In addition, the tender shall describe how the services provided are compliant with the data protection and privacy principles indicated in the technical specifications (section 2) as well as the approach to a sustainable procurement (section 2.8.). The quality system should be</p>	<p>20</p>	<p>10</p>

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	<p>detailed in the tender and be specific to the tasks; a generic quality system will result in a low score.</p> <p>This criterion will be evaluated on the basis of :</p> <ul style="list-style-type: none"> – continuity of services and supplies, timely response and delivery during the whole duration of the contract. – risk management strategies – quality of the products and supplies (respect of ISO characteristics) – compliance with data protection principles and impact on data protection policies – approach to sustainable procurement 		
TOTAL		100	70

Only the tenders having reached the minimum score (“threshold”) for each criterion and a total number of points equal to 70 out of 100 will be considered for the financial evaluation. Tenders that do not reach the minimum quality thresholds will be rejected.

5.5.2. Prices and financial evaluation

After verification of the conformity of financial tenders submitted, the financial evaluation will be based on the analysis of the price among the admissible tenders who passed the technical evaluation.

To present its financial offer, the tenderer must complete the **Model Financial offer form (“Price schedule”)** in **Annex V** with the utmost care. In order to do this, the tenderer must fill in the column **“Cost per unit (€)”** of the excel document only. Doing so all the relevant cells of the excel document (i.e.: “Subtotal, “Total”, “Weighting”, “Sum of sub-totals” and “Total price”) will be filled in automatically. Offers which are incomplete will be rejected. If the tenderer wishes to offer an item free of charge, it has to clearly mention 0,00 € in the price schedule for the respective item. Otherwise, the offer will be considered incomplete and will be rejected.

The Price Schedule of the Annex V will serve as an evaluation scenario for the calculation of the total price of the tender. The objective of this Price schedule is to provide a fair basis for comparing the financial offers. In particular, for the financial comparison of the tenders, the price for the tender will be made up of the sums of the “Weighted price” expressed in euro (to two decimal places) as follows:

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- 40% for integrated communications campaigns
- 35% for event organisation
- 25% for public affairs services

The total price that will be taken into account for the financial evaluation and the award of the Framework Contract is the Total Price proposed by the tenderer in the financial offer after application of the method for weighting (i.e: the “Total Price of the Tender without VAT (sum of weighted sub-totals”).

The Price Schedule cannot under any circumstances be considered to constitute a commitment on the part of the Contracting Authority to conclude specific contracts or order forms for the related services and quantities, and cannot give rise to any right or legitimate expectation on the part of the Contractor. After the signature of the Framework Contract, the “cost per unit” indicated in the Price Schedule will be used for the calculation of the price of each specific contract/order form implementing the Framework Contract. The Contractors must respect the “cost per unit” during the whole implementation of the Framework Contract.

In addition to the cost per unit defined in Annex V, implementation of the Framework Contract may imply supplementary additional services or supplies not defined in the price list (see section 2.5) as well as services purchased from third parties through subcontracting. These prices must be indicated by the Contractor in the specific contract/order form implementing the framework-contract (‘application of a mark-up’) in response to a S2R JU request for services and must be subject to prior agreement of the S2R JU in a case-by-case basis. The mark-up range is fixed by the S2R JU to maximum 3% to 5% and will apply for the whole duration of the Framework Contract. Although they are mentioned in this price schedule, mark-ups do not have any impact in the financial tender.

The total cost for the additional services or supplies indicated above will be reimbursed up to a maximum amount of 20% of the total value of the Framework Contract throughout performance of the FWC.

The price for the tender must be quoted in euro. Tenderers from countries outside the Eurozone must also quote their prices in euro. The price quoted may not be revised in line with exchange rate movements. It is for the tenderer to assume the risks or the benefits deriving from any variation.

Prices must be quoted free of all duties, taxes and other charges. In particular, they must be quoted free of VAT as the S2R JU, as an EU body, is exempt from such charges, as specified under Articles 3 and 4 of the Protocol on the privileges and immunities of the European Union. The tenderer may indicate the amount of VAT but it must be shown separately.

The quoted price must be a fixed amount, which includes all tasks included in the technical specifications and all charges (including travel and subsistence). Travel and subsistence expenses are not refundable separately.

Costs incurred in preparing and submitting tenders are borne by the tenderer and shall not be reimbursed.

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The contracting authority may reject abnormally low financial tenders, in particular if it established that the tenderer or a member of the group (in case of consortia or joint tenders) does not comply with applicable obligations in the fields of social and labour national law.

5.5.3. Award formula and ranking of tenders

The contract will be awarded to the most economically advantageous tender, i.e. the tender offering the best price-quality ratio determined in accordance with the formula below. A weight of **60/40%** (in percentage) is given to quality and price.

To determine the order in which the tenders are ranked, the total score awarded to each tender will be calculated as follows:

Score for tender X	=	$\frac{\text{Cheapest price}}{\text{Price of tender X}}$	*	100	*	Price weighting (40%)	+	Total quality score (out of 100) for all award criteria of tender X	*	Quality criteria weighting (60%)
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All offers above the minimum quality threshold are ranked.

The tender which, in the final evaluation, receives the highest score will be considered the most economically advantageous tender.

The tender ranked first after applying the formula will be awarded the contract.

6. CONTENT AND PRESENTATION OF TENDERS

It is strictly required that tenders be presented in the correct format and include all documents necessary to enable the evaluation committee to assess them. Failure to respect these requirements will constitute a formal error and may result in the rejection of the tender. As a result, tenders must comply with the following conditions for submission.

6.1. Presentation of the Tender

Tenders must be submitted in accordance with the **double envelope system**:

Outer Envelope: The outer envelope or parcel should be sealed with adhesive tape, signed across the seal and carry the following information as shown in the diagram in 6.3 below:

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the ref. number of the call for tenders: **S2R.18.OP.04**

the title of the contract : **Provision of integrated information and communication campaigns, event organisation and public affairs services**

the name of the tenderer

the indication **“Tender - Not to be opened by the internal mail service”**

the address for submission of tenders *(as indicated in the letter of invitation to tender)*

the date of posting *(if applicable)* should be legible on the outer envelope

Inner Envelopes: The outer envelope must contain **three inner envelopes**, namely, Envelopes A, B and C. The content of each of these three envelopes must be as follows: **The original tender must be marked “ORIGINAL”, and the copies (of the signed original) marked “COPY”.*

ENVELOPE A – ADMINISTRATIVE DATA: One signed original for documents listed 1 to 9.

Administrative Offer providing all information requested in section 4 and sections 5.1 to 5.3

THE TENDERER MUST ALSO PROVIDE IN “ENVELOPE A” AN ELECTRONIC COPY (IN A USB KEY) OF THE TENDER: “ADMINISTRATIVE DATA” AND “TECHNICAL DOCUMENTS

Tender Submission Form– using template in **Annex I (front page of administrative documents)**

Declaration of honour on exclusion and selection criteria – using template provided in **Annex II**. In case of joint tender or consortia (section 4.4), the declaration of the “Leader” must be a signed original but those of other members may be electronic copies. Same apply in case of subcontractors (section 4.5)

In case of joint tender or consortia (section 4.4): **powers of attorney** (or equivalent document) issued by the consortium members empowering the representative of the consortium leader (tenderer) to submit a tender of their behalf.

In case of sub-contracting (section 4.5): **Letter of intent for subcontractors** – using the template provided in **Annex III**.

Financial Identification Form – using the template available in the link below with its supporting documents: http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm

Legal Entity Form (section 5.3.1 Selection Criteria - Legal and regulatory capacity) – using template available in the link below and the supporting documents requested in section 5.3.1: http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

Economic & Financial Capacity Documents (section 5.3.2 Selection Criteria – Economic & Financial Capacity) – using the template provided in **Annex IV.a** and accompanied by the documents requested

Technical & Professional Capacity Documents (section 5.3.3 -- Tenderer’s experience in the field of the contract) using the template provided in **Annex IV.b** and accompanied by the documents requested.

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Technical & Professional Capacity Documents (section 5.3.3-Capacity of the team proposed by the tenderer/delivering the service) using the template provided in **Annex IV.c.**

ENVELOPE B – TECHNICAL DOCUMENTS: One signed original and one copy* (identical in full to the original) of the:

Technical Offer providing all information requested in section 5.5.

ENVELOPE C - FINANCIAL DOCUMENTS: One signed original and one copy* (identical in full to the original) of the:

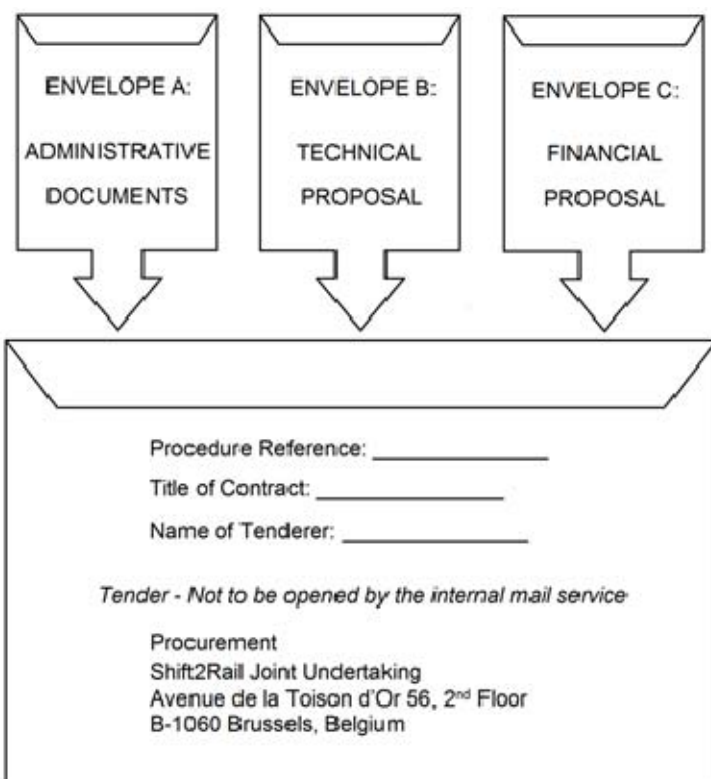
Financial Offer (section 5.5.2) using the template provided in **Annex V-** Model Financial offer form

THE TENDERER MUST ALSO PROVIDE IN “ENVELOPE C” AN ELECTRONIC COPY (IN A USB KEY and in an excel file) OF THE TENDER: FINANCIAL OFFER

6.2. Language of the Tender

Tenders should be drafted in one of the official languages of the European Union, **preferably in English.**

6.3. Tender Submission - Envelope Diagram



7. OUTCOME OF THE CALL FOR TENDERS

During the assessment period of a call for tenders, the S2R JU will not provide any information. The only contacts allowed with tenderers are those mentioned in the invitation to tender.

7.1. Notification of results

As soon as the competent authorising officer has signed the award decision, notification letters will be sent simultaneously to all tenderers; letters to unsuccessful tenderers will state the grounds on which the decision was taken. Consequently all unsuccessful tenderers who are so entitled pursuant to Article 113 of the Financial Regulation will be notified of the name of the tenderer to whom the contract is awarded, the characteristics and relative advantages of the successful tender and the contract value simultaneously with the dispatch of the notification letters.

7.2. Signing of the Framework Contract and publishing of the award notice

No contractual relationship will exist until the Framework Contract has been signed by the successful tenderer and the contracting authority. The dispatching of the notification letters does not create any contractual relationship.

The contracting authority undertakes not to sign the Framework Contract until a standstill period of at least ten (10) calendar days has elapsed following the dispatch of the notification letters.

Additionally, the Framework Contract will not be signed unless the successful tenderer provides, depending on the Contracting Authority request, the evidence referred to in Section 5.3 above, confirming the declaration on their honour for the exclusion criteria.

When the Framework Contract is signed, the Contracting Authority will publish an award notice in the Official Journal of the European Union summarising the result of the call for tenders.

7.3. Optional debriefing meetings

After the closing of the tendering procedure and in order to improve the quality of tenders and the quality of our procedures, the S2R JU could foresee optional debriefing meetings of its representatives with unsuccessful tenderers, aimed at exchanging feedback and suggestions for improvement in view of future procurement procedures. In particular once the notification on the outcome of the procedure is notified (section 7.1) unsuccessful tenderers may submit a request for a debriefing meeting; the S2R JU reserves the right to accept or refuse such requests and schedule a meeting date after the outcome of the procedure (i.e.: after the contract is signed by the successful tenderer or the procedure is cancelled in case of non-award of the contract) depending on the existing workload. In order to respect the confidentiality of the procedure, the meeting will be organised individually with each unsuccessful tenderer. No written record of the meeting will be provided by the S2R JU.

The S2R JU would like to stress that it is not allowed during the debriefing meeting to disclose any information where such disclosure would hinder application of the law, be contrary to public

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interest, harm the legitimate business interests of public or private undertakings or distort fair competition.

8. ANNEXES

- Annex I – Tender Submission Form
- Annex II – Declaration of honour on exclusion and selection criteria
- Annex III – Letter of intent for identified subcontractors
- Annex IV.a – Economic and Financial Capacity template
- Annex IVb – Technical and professional capacity template– Tenderer’s experience in the field of the contract
- Annex IVc – Technical and professional capacity template– Capacity of the team proposed by the tenderer/delivering the service
- Annex V – Model Financial offer form