



EUROPEAN COMMISSION  
DIRECTORATE-GENERAL HOME AFFAIRS

Directorate D: Strategy and Delivery Steering

## **SPECIFICATION**

**Open procedure – Invitation to tender No HOME-2013-D1-01**

**Framework contract – Helping to develop policies and design and implement information and communication campaigns and organise events relating mainly but not exclusively to the area of EU home affairs.**

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## **1. INTRODUCTION**

The European Commission, and in particular Unit 01 of the Directorate-General for Home Affairs, is launching an invitation to tender for services comprising two lots. The Directorate-General intends to select one company for each lot and to conclude a framework contract with them for a period of one year renewed automatically up to three times under the same conditions, unless written notification to the contrary is sent by one of the parties.

Tenderers may bid for more than one lot and may form groups (or consortia of companies) or use subcontractors.

On the basis of the framework contract the successful tenderers will be contacted as required by the Directorate-General for Home Affairs or, if necessary, other Directorates-General of the European Commission or the agencies of the European Union acting in the area of Home Affairs.

The services included in this invitation for tender will consist of helping to develop policies and/or design and/or implement information and communication campaigns and/or organise events relating mainly but not exclusively to the area of home affairs.

As a general rule, these services will be provided in the European Union Member States and occasionally in EFTA/EEA countries, the countries that are candidates for EU membership but possibly also any other country.

## **2. BACKGROUND**

All of the areas of activity of the Directorate-General for Home Affairs are to be considered for the purposes of this invitation to tender: i.e. borders and visas; immigration and asylum; the fight against economic and financial crime and cybercrime; counter-terrorism and the fight against human trafficking; police cooperation and external relations in the home affairs area.

Further information about the areas of activity of the Directorate-General for Home Affairs can be found at: <http://ec.europa.eu/dgs/home-affairs>

## **3. SUBJECT OF THE CONTRACT**

The assistance that the Commission is seeking should enable it, on one hand, to devise and plan its policies and, on the other, to publicise them by means of information and communication activities. As a result, the European Commission should be able to better respond to the needs of EU citizens and its information and communication activities should achieve a better visibility.

The services required will essentially, but not exclusively, concern the tasks described in the following section.

#### 4. DESCRIPTION OF THE LOTS

This invitation to tender is divided into two lots, each of which will result in a separate framework contract. The same company may tender for more than one lot, in which case it must submit a separate bid for each of the lots presented in a separate envelope.

##### **Lot 1: "Communication tools"**

Activities covered in this lot concern actions linked to the promotion of/dissemination of information on EU policies mainly, but not exclusively, in the area of home affairs.

Compliance with the visual identity guidelines and other rules (e.g. IPG in case of websites) of the European Commission is essential. The contractor must be able to arrange translation from any official language of the European Union into the other official languages of the European Union and into the languages of the EFTA/EEA, of the candidate countries and, if necessary, of other countries. The contractor must have the capability to create and run a network of national partners/contacts helping to produce, promote and disseminate an action in each of the EU countries. Creativity as well as quality and diligence in the design, production and delivery are key. Ability to follow and apply the latest trends in communication in the national contexts (e.g. the evolution in the area of social media) is indispensable.

The work could include the following (this list is not exhaustive):

##### **General communication activities**

- helping to identify target groups and their needs;
- researching, collecting and analysing data and documents;
- buying, creating and updating lists of groups and bodies that could potentially be interested in particular European issues (trade organisations, professional associations including journalists' associations, non-profit and non-governmental organisations, parents' and teachers' associations, schools, youth clubs and/or other types of organisation);
- promoting an activity among potentially interested groups and bodies by email and telephone, through websites and social media, direct distribution of promotional material (e.g. brochures) or any other relevant communication means;
- cooperating with potentially interested groups and bodies in the dissemination of information;
- organising translation and interpretation;
- monitoring the impact of EU activities in the media;
- measuring the results of campaigns.

## **Printed/online promotional and information material**

- writing and/or revising and adapting promotional and information material such as reports, newsletters, memos, brochures, leaflets, notices, press articles, interviews, presentation and promotional material while respecting the style/audience/purpose requested;
- graphic design, picture research, illustrations, layout, production of electronic files for printed/online publications as detailed above;
- adapting printed publications, including making them more interactive, with a view to putting them on websites and/or an electronic medium (CD, DVD, etc.) and vice versa;
- creating advertisements;
- creating photo reportages;
- building up and running a photo library;
- ensuring copyright issues;
- printing graphic material (including limited or large print runs);
- packaging, dispatching and transporting the material produced.

## **Videos**

- producing video or radio spots of any specified length and format, documentaries, TV and radio commercials or similar including writing of scenarios, location research, casting, animation etc. or if required, working with existing material including material produced by EBS (Europe by Satellite);
- copying and dispatching products in any appropriate format (especially in accordance of the technical specification of the central audio-video services of the European Commission) from and through any appropriate channels;
- advising the European Commission on the dissemination of video material in the media or through other channels;
- ensuring copyright issues.

## **Websites and applications**

- designing, creating, promoting and managing dedicated multilingual websites for a specific activity and for a given period of time;
- designing and producing web banners/buttons and other similar items of promotion on the web
- designing and producing mobile applications and placing them on appropriate platforms;
- buying web addresses.

## **Social media**

- advising and helping the European Commission to use the social media, taking into consideration the latest trends and national specificities;
- creating and managing social media profiles;
- creating and implementing information and promotional campaigns through social media.

## **Lot 2: "Events"**

Activities covered in this lot concern supporting actions linked to the elaboration and the conception of EU policies mainly, but not exclusively, in the area of home affairs as well as actions to promote and/or disseminate information on EU policies. The actions namely include organisation of meetings, working groups, conferences, exhibitions and other types of events.

Compliance with the visual identity guidelines and other rules (e.g. IPG in case of websites) of the European Commission is essential. The contractor must be able to arrange translation from any official language of the European Union into the other official languages of the European Union and into the languages of the EFTA/EEA, of the candidate countries and, if necessary, of other countries. The contractor must have the capability to create and run a network of national partners/contacts helping to produce, promote and disseminate an action in each of the EU countries. The events organised may take place within the EU territory as well as in non-EU countries. Creativity as well as quality and diligence in the design, production and delivery are key. Ability to follow and apply the latest trends in communication in the national contexts (e.g. the evolution in the area of social media) is indispensable.

The work could include the following (this list is not exhaustive):

### **General communication activities**

- helping to identify target groups and their needs;
- researching, collecting and analysing data and documents;
- buying or creating and updating lists of groups and bodies that could potentially be interested in particular European issues (trade organisations, professional associations including journalists' associations, non-profit and non-governmental organisations, parents' and teachers' associations, schools, youth clubs and/or other types of organisation);
- promoting an activity among potentially interested groups and bodies by email and telephone, through websites and social media, direct distribution of promotional material (e.g. brochures) or any other relevant communication means;
- cooperating with potentially interested groups and bodies in the dissemination of information;
- organising translation and interpretation;
- monitoring the impact of EU activities in the media;
- measuring the results of campaigns.

## Organisation of events

- organising meetings, working groups and conferences, including the following aspects:
  - promoting an event (including production of promotional material for the event like posters, web banners etc.)
  - inviting participants;
  - organising registration including producing a registration website and buying web addresses;
  - organising transport and accommodation;
  - organising meals and coffee breaks;
  - reserving rooms (for working groups and/or conferences);
  - setting up, decorating, and fitting out rooms;
  - designing, producing and setting up exhibition stands;
  - renting equipment, including stands, vehicles, etc.;
  - assembling, installing and dismantling equipment;
  - recording and transcribing proceedings;
  - organising a press conference around an activity;
  - designing and producing information and promotional material including programmes, leaflets, brochures, folders as well as gadgets;
  - packing of the promotional material and distributing it;
  - dispatching and transporting material;
  - taking photographs;
  - making video and audio recordings or providing live-streaming online of an event
  - arranging for technicians, hosts and representatives of the Contractor to be present throughout an event;
  - reimbursing participants' expenses
- organising press conferences and/or press trips/seminars for journalists/audio-visual media producers;
- organising other types of events like exhibitions, information stands, competitions, outdoor installations, roadshows and similar; for each type of activity, specific tasks are to be performed in addition to the generic list of conference tasks listed above (e.g. organisation of participation, prize-giving ceremony and juries for competitions, design and installation for exhibitions, design and production of stands for roadshows).

## 5. AWARD PROCEDURES: SINGLE FRAMEWORK CONTRACT

For each of the lots, a single framework contract will be concluded with the winning tenderer that is ranked best when the bids are evaluated and that have obtained the minimum number of points required for each of the assessed tasks.

## 6. ORDERS FOR WORK

The services which may be requested will, as and when the need for them arises, be the subject of a written request from the Commission for which the contractor will be required to submit a detailed quote to be drawn up on the basis of the price schedule. The contractor will have the number of working days specified by the Commission in its request (usually between 10 and 20 working days, depending on the complexity of the task) within which to submit his bid.

On the basis of the bid submitted by the contractor, a specific contract, signed by a person authorised to act on behalf of the Commission will be formally concluded.

## 7. GROUPS OF COMPANIES AND SUBCONTRACTING

### 7.1. Joint Tenders (if applicable)

Tenders can be submitted by groupings of service providers/suppliers who will not be required to adopt a particular legal form prior to the contract being awarded. However, the Commission will require the grouping:

- Either to have the contract sign by all members of the grouping. In this case, one of them will be responsible for the receipt and processing of payments for members of grouping, for managing the service administration and for coordination of the contract; or
- to have the contract sign by a team leader, which has been duly authorised by the other members to bind each of them (a power of attorney will be attached to the contract according to the template provided by the Commission).

In addition, the composition and constitution of the grouping, and the allocation of the scope of tasks amongst the members, shall not be altered without the prior written consent of the Commission which can be withheld at discretion.

### 7.2. Liability of members of a group

Partners in a joint offer assume **joint and several liability** towards the Commission for the performance of the contract as a whole.

Statements, saying for instance:

- That one of the partners of the joint offer will be responsible<sup>1</sup> for only one part of the contract and another one for the rest, or
- That more than one contract should be signed if the joint offer is successful

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<sup>1</sup> not be confused with distribution of tasks among the members of the grouping

are thus incompatible with the principle of joint and several liability. The Commission will disregard any such statement contained in a joint offer, and reserves the right to reject such offers without further evaluation, on the grounds that they do not comply with the tendering specifications.

### **7.3. Subcontracting**

Certain tasks provided for in the contract may be entrusted to subcontractors, but the main contractor retains full liability towards the Commission for performance of the contract as a whole. Accordingly:

- the Commission will treat all contractual matters (e.g. payment) exclusively with the main contractor, whether or not the tasks are performed by a subcontractor;
- under no circumstances can the main contractor avoid liability towards the Commission on the grounds that the subcontractor is at fault.

If your offer envisages subcontracting, your file must include, in relation with the concrete elements of your tender:

- a document stating clearly the roles, activities, reporting lines and responsibilities of the subcontractor(s) and specifying the volume/proportion for each subcontractor;
- a letter of intent by each subcontractor stating its intention to collaborate with you if you win the contract.

Offers involving subcontracting will be assessed as follows:

- The exclusion criteria and selection criteria will be assessed in relation to the tenderer and each proposed subcontractor.
- The evaluation criteria will be assessed in relation to the tenderer.

During execution of the contract, the contractor will need the Commission's express prior written authorisation to replace a subcontractor with another and/or to subcontract tasks for which subcontracting was not envisaged in the original offer.

The signature of a specific contract is deemed to constitute such authorisation.

## **8. STABILITY OF SERVICES**

The Commission and the contractor will communicate to each other the information needed for the services to be provided. For the duration of the framework contract they will maintain the required level of information and make it available to the other party for the purpose of providing the services. The exchange of information and updating will not give rise to any payment.

For the duration of the framework contract the contractor will ensure that the elements necessary for the stability of the service and the proper performance of the

specific contracts are maintained. The contractor is required to inform the Commission departments without delay of any new factor affecting the technical capacity on the basis of which he was selected.

To that end, the contractor will, where necessary, replace staff gradually and will organise the transfer of information required for the services to be provided, the cost of which will be borne by him. In no event will the contractor invoke a change of staff as a reason for not meeting one of his obligations, in particular with regard to deadlines and quality.

For all tasks with a low degree of substitutability, e.g. project design, creation and management, the contractor will ensure that staff is changed only in the event of force majeure.

## **9. PLACE OF PERFORMANCE OF SERVICES**

The place of performance will be defined specifically for each task. It should be noted, however, that the work should be coordinated in cooperation with the relevant Commission departments in Brussels.

## **10. DURATION OF THE CONTRACT**

Each framework contract will be concluded for a period of one year from when it is signed, and shall be renewed automatically up to three times under the same conditions, unless written notification to the contrary is sent by one of the parties. The total duration of a framework contract may not exceed four years from when it is first signed. The specific contracts must be returned signed before the framework contract to which they refer expires. The framework contract will continue to apply to such specific contracts after its expiry, albeit for a period not exceeding six months.

In accordance with Article 134 of rules of application of the Financial Regulation<sup>2</sup>, the Commission may, after the period of four years, use a negotiated procedure with the economic operator that have successfully tendered for the contract in order to commission similar services for a further period of two years and for an amount that does not exceed 50% of the amount of the initial contract (see point 11).

## **11. INDICATIVE CONTRACT AMOUNT**

The total indicative amount over the four-year period is set out below:

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<sup>2</sup> Commission delegated Regulation (EU) No 1268/2012 of 29 October 2012 on the rules of application of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union.

Lot 1: EUR 12 000 000  
Lot 2: EUR 28 000 000

Total indicative contract amount: EUR 40 000 000.

All the reimbursable expenses are included in this amount. The signature of the framework contract will not confer any exclusive right.

The Commission may cancel the tendering procedure before the framework contract is signed, without the tenderers being authorised to claim compensation.

## **12. PAYMENT PROCEDURE AND BUDGET**

Payments under the framework contract will be made in accordance with Article I.4 of the framework contract. They will be executed only if the contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted. Payment requests may not be made if payments for previous orders or specific contracts have not been executed as a result of default or negligence on the part of the contractor.

### **12.1 Pre-financing**

For contracts exceeding the value of EUR 150,000 a pre-financing of 30% can be requested by the contractor.

### **12.2 Interim payment**

No interim payment will be made.

### **12.3 Payment of the balance**

The contractor shall submit an invoice for payment of the balance

The invoice shall be accompanied by the final progress report or any other document in accordance with the relevant specific contract and statements of reimbursable expenses in accordance with Article II.16 of the contract. The contracting authority shall make the payment within 60 days from receipt of the invoice. The contractor shall have 10 days in which to submit additional information or corrections, a new final progress report or other documents if it is required by the contracting authority.

### **13. PENALTIES**

In the event of failure to perform the services by the deadline set in the orders or specific contracts or failure to perform them in due form, the Commission reserves the right to impose financial penalties as foreseen in the framework contract.

### **14. PRICE REVISION**

Prices shall be fixed and not subject to revision during the first year of duration of the FWC.

At the beginning of the second and every following year of the FWC, 80% of each price may be revised upwards or downwards, if such revision is requested by one of the parties in writing no later than three months before the anniversary of the date on which it was signed. The other party shall acknowledge receipt within 15 days of reception of the request. The new prices shall be communicated as soon as the final index is available. The contracting authority shall purchase on the basis of the prices in force on the date on which order forms or specific contracts are signed by both parties. Such prices shall not be subject to revision.

This revision shall be determined by the trend in the harmonised indices of consumer prices (HICP) MUICP": (euro area) published for the first time by the Eurostat monthly 'Data in Focus' publication at <http://www.ec.europa.eu/eurostat/>.

Revision shall be calculated in accordance with the following formula:

$$Pr = Po \times (0.2 + 0.8 Ir/Io)$$

where:

Pr = revised price;

Po = price in the original tender;

Io = index for the month corresponding to the final date for submission of tenders;

Ir = index for the month corresponding to the date of receipt of the request to revise prices.

### **15. INFORMATION ON BIDS**

A company may bid for more than one lot, but a separate bid in a separate envelope must be submitted for each individual lot, specifying the number of the lot.

The tender must be drafted in accordance with the provisions of the specification, including the draft framework contract and its annexes, which are enclosed with this invitation to tender (Annex III.5).

The bids can be submitted in any official language of the European Union. However, the tenderers need to take into consideration that in case that they are awarded the framework contract, English and/or French will be the working languages with the departments of the European Commission. The tenderers need to demonstrate the ability to conduct the projects in these languages.

## **15.1 Structure of the tender**

Every tender must contain three parts: an administrative proposal, a technical proposal and a financial proposal.

## **15.2 Part one: Administrative proposal**

The following information must be included in this part by completing the three forms listed below.

- Identification of the tenderer

The tender must include the following documents:

- proof of the tenderer's entry, as prescribed in his country of establishment, in one of the professional or trade registers or a declaration or certificate;
- if the tenderer is a natural person, a copy of his identity card, passport or driving licence and proof that he is covered by a social security scheme as a self-employed person.

All tenderers, including subcontractors and the various members of a group or consortium of companies, must complete and sign the identification form in Annex III and also provide the above-mentioned documents.

However, subcontractors are not required to complete the form or to provide the documents where the subcontracted services represent less than 20% of the contract.

- Financial identification form

A bank identification form filled in and signed by an authorised representative of the tenderer and his banker must be included with the bid. If the tender comes from a group or consortium of companies, only the lead company needs to submit this form. A specific form for each Member State is available at:

[http://ec.europa.eu/budget/execution/ftiers\\_en.htm](http://ec.europa.eu/budget/execution/ftiers_en.htm).

- Legal entities

Tenderers must also return the "legal entities" form, which must be filled in and signed by their authorised representative and accompanied by the documents referred to in the form. If the tender comes from a group or consortium of companies, only the lead company needs to submit this form. A specific form for each Member State is available at:

[http://ec.europa.eu/budget/execution/legal\\_entities\\_en.htm#es\\_fr\\_it](http://ec.europa.eu/budget/execution/legal_entities_en.htm#es_fr_it).

The Commission reserves the right to request, for evaluation or verification purposes and within a time limit stipulated in its request, any other supporting document in relation to the bid submitted.

### **15.3 Part two: Technical proposal**

This section is of great importance in the assessment of the bids, the award of the contract and the execution of any resulting framework contract.

Attention is drawn to the award criteria, which define those parts of the technical offer to which the tenderers should pay particular attention. The technical proposal should address all matters laid down in the specification and should include models, examples and technical solutions to problems raised in the technical specifications. *The level of detail and precision of the tender will be extremely important for the evaluation.* In his bid the tenderer will explain the methodology to be used and how the work will be organised for the contract.

The technical proposal must provide all the information needed for the purpose of awarding the contract.

### **15.4 Part three: Financial proposal**

All tenders must contain a financial proposal. Tenderers' attention is drawn to the following points:

- Prices must be quoted in euros, including for countries which are not part of the euro area. For tenderers in those countries, the price quoted may not be revised in line with exchange-rate movements. It is for the tenderer to select an exchange rate and accept the risks or benefits of any fluctuations.
- The financial proposal has to consist of two parts:
  - 1) Quotes related to the tasks requested in the case studies. The prices need to correspond to the price schedule (see point 2)).

2) A complete schedule of prices to be applied during the validity of the contract (fill in Annex I.2 for Lot 1 and Annex II.2 for Lot 2). The prices quoted in the schedules should be flat-rate amounts covering all general expenses and the expenses associated with provision of the services, with the exception of the travel and subsistence expenses which, where appropriate, will be reimbursed according to the rules on the reimbursement of expenses (Annex III.4).

- Prices should be quoted free of all duties, taxes and other charges, i.e. also free of VAT, as the Communities are exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities of 8 April 1965 (OJ L 152, 13 July 1967). Exemption is granted to the Commission by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption. For those countries where national legislation provides an exemption by means of a reimbursement, the amount of VAT must be shown separately. If tenderers have doubts about the applicable VAT system, it is their responsibility to contact the national authorities in order to obtain clarification on the European Community's exemption from VAT.

## **16. ASSESSMENT AND AWARD OF CONTRACT**

The assessment will be based on each tenderer's bid.

All information will be assessed in the light of the criteria set out in the specification. The procedure for the award of the contract, which will concern only admissible bids, will be carried out in three successive stages.

The respective purpose of each stage is:

- 1) to check, on the basis of the exclusion criteria, whether tenderers can take part in the tendering procedure;
- 2) to check, on the basis of the selection criteria, the technical and professional capacity and economic and financial capacity of each tenderer;
- 3) to assess, on the basis of the award criteria, each bid which has passed the exclusion and selection stages.

## **17. OPENING OF TENDERS**

The tenders will be opened on 12/4/2013 at 11 AM in the offices of the Directorate-General for Home Affairs at 46 rue du Luxembourg, B-1040 Brussels.

Any tenderer who wishes to attend the opening must register at least two days in advance by sending an e-mail to

[HOME-D1-FWC@ec.europa.eu](mailto:HOME-D1-FWC@ec.europa.eu).

The Chairman of the opening board will announce the names of the tenderers and the decision on the admissibility of each bid received. The prices quoted in the tenders received will not be disclosed.

## **18. EXCLUSION CRITERIA**

### **18.1 EXCLUSION CRITERIA**

Candidates or tenderers shall be excluded from participation in procurement procedures if:

- (a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) they or persons having powers of representation, decision making or control over them have been convicted of an offence concerning their professional conduct by a judgment of a competent authority of a Member State which has the force of res judicata;
- (c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify including by decisions of the EIB and international organisations;
- (d) they are not in compliance with their obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- (e) they or persons having powers of representation, decision making or control over them have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity, where such illegal activity is detrimental to the Union's financial interests;
- (f) they are subject of an administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in a procurement procedure or failing to supply this information, or having been declared to be in serious breach of its obligations under contracts covered by the Union's budget.

## **18.2 Other exclusion criteria**

Contracts may not be awarded to tenderers who, during the procurement procedure:

18.2.a) are subject to a conflict of interest;

- Tenderers must declare:
  - that they do not have any conflict of interest in connection with the contract; such a conflict of interest could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest;
  - that they will inform the contracting authority, without delay, of any situation constituting a conflict of interest or which could give rise to a conflict of interest;
  - that they have not made and will not make any offer of any type whatsoever from which an advantage can be derived under the contract;
  - that they have not granted, have not sought, have not attempted, to obtain and have not accepted any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to the award of the contract.
- The Commission reserves the right to check the above information.

18.2.b) are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or fail to supply this information.

## **18.3 Evidence to be provided by the tenderers**

When submitting their bids, tenderers (including all members of a group or consortium of companies and subcontractors responsible for performing more than 20% of the contract) must provide a declaration on their honour (Annex III.3), duly signed and dated, stating that they are not in one of the situations mentioned at points 18.1.a) and 18.1.b).

The tenderer to whom the contract is to be awarded (including all members of a group or consortium of companies and subcontractors responsible for performing more than 20% of the contract) must provide, within 15 calendar days of notification of the results of the procurement procedure and before the signature of the contract, the following evidence, confirming the declaration referred to above. The Commission accepts, as satisfactory evidence:

1. that the tenderer is not in one of the situations described point 18.1.a) and 18.1.b or e), production of a recent extract from the judicial record or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied;
2. that the tenderer is not in the situation described at point 18.1.d), a recent certificate issued by the competent authority of the Member State concerned.

Where no such certificate is issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

The documents referred to above will relate to legal and natural persons including, if applicable, company directors or any person with powers of representation, decision-making or control in relation to the tenderer.

However, the Commission reserves the right to request, within a time limit stipulated in its request, any other supporting document in relation to the bid submitted for evaluation or verification purposes.

#### NB

Tenderers will be exempted from the requirement to submit the documentary evidence mentioned above if such evidence has already been submitted for the purposes of another procurement procedure launched by the European Commission, provided that the documents are not more than one year old starting from their issue date and that they are still valid. In this case, tenderers should specify in their bid the reference of the invitation to tender for which the documents were provided.

## **19. SELECTION CRITERIA**

Tenderers must provide evidence of their economic, financial, technical and professional capacity. Tenderers who do not provide the documentation specified or who are judged, on the basis of the documentation provided, not to have fulfilled the criteria specified below may be excluded from the tender procedure. Tenderers are therefore invited to read this section carefully and to provide the specific documents and information requested.

## **19.1 Economic and financial capacity**

For Lot 1, the tenderer or group (or consortium of companies) must have an annual turnover of at least EUR 4 000 000.

For Lot 2, the tenderer or group (or consortium of companies) must have an annual turnover of at least EUR 8 000 000.

In order to prove his economic and financial capacity, the tenderer must enclose the following documents with his bid:

- the balance sheets or extracts from balance sheets for the last three financial years;
- a statement of overall turnover and, where necessary, the turnover relating to the activities connected with the present invitation to tender for the past three financial years.

NB

Tenderers will be exempted from the requirement to submit the documentary evidence mentioned above if such evidence has already been submitted for the purposes of another procurement procedure launched by the European Commission, provided that the documents are not more than one year old starting from their issue date and that they are still valid. In this case, tenderers should specify in their bid the reference of the invitation to tender for which the documents were provided

## **19.2 Technical and professional capacity**

### **Lot 1: "Communication tools"**

The tenderer must satisfy the criteria listed below. If he is unable to satisfy all the criteria himself, he may form a group or consortium of companies or use subcontractors.

#### **Criterion 1**

Have expertise in and a minimum of five years' experience of managing transnational and multilingual information and communication projects.

#### **Criterion 2**

Have expertise in and a minimum of five years' experience in creating information products and promotional material in several languages (at least 3) aimed at several countries.

#### **Criterion 3**

Have expertise in and a minimum of five years' experience in producing videos in several languages (at least 3).

#### **Criterion 4**

Have expertise in and a minimum of five years' experience in creating and managing websites including content in several languages (at least 3).

#### **Criterion 5**

Have the necessary material and technical equipment to perform the requested services (described above in section 4 – Description of lots – Lot 1).

#### **Criterion 6**

Have the linguistic skills needed to perform the requested services (described above in section 4 – Description of lots – Lot 1) in all the official languages of the European Union and of the EFTA/EEA countries, the candidate countries and, possibly, other countries.

## **Evidence to be provided**

The items listed below must be provided as evidence of satisfying the criteria for Lot 1.

Tenders from groups (or consortia) or including subcontractors must specify the title, role and experience of each of the members of the group (or consortium) or each subcontractor.

### **For criteria 1 to 4**

The tenderer must submit the following items:

- A list of the main clients and the main services provided during the last three years, indicating the value, the date and the public or private recipient of these services.
- Examples of work relating to criteria 1 to 3 and produced over the last three years. If this work was partly produced by members of a group (or consortium of companies) or by subcontractors, the tenderer must clearly indicate the role and contribution of everyone involved. The projects referred to must include the name of a contact person who can, if necessary, vouch for the existence of the services.

### **For criterion 5**

The tenderer must submit the following items:

- A list of the material and technical equipment at his disposal for performing the proposed services.
- A list of the services that the tenderer intends to carry out directly and those which may be subcontracted.
- Where necessary, the identity and description of the subcontractors already selected by the tenderer and who may be used for certain types of work.
- The CVs of the staff designated by the tenderer to perform the proposed services. They should preferably follow the Commission's recommendation on a common European format for CVs
- An indication of the tenderer's average annual workforce during the last three years.
- A description of the means that the tenderer has at his disposal to ensure quality control of the work he performs.

### **For criterion 6**

The tenderer must demonstrate his ability to work in the languages of the European Union and, if necessary, his ability to rapidly mobilise the resources necessary to perform the proposed services in all the official languages of the European Union and of the EFTA/EEA countries, the candidate countries and,

possibly, other countries. In order to demonstrate this ability, he must supply examples of work already produced in languages other than his own.

## **Lot 2: "Events"**

The tenderer must satisfy the criteria listed below. If he is unable to satisfy all the criteria himself, he may form a group or consortium of companies or use subcontractors. In such cases, one of the tenderers must be designated as the main contractor.

### **Criterion 1**

Have expertise in and a minimum of five years' experience of organising conferences/seminars/working group meetings in several countries and several languages (at least 3) including organising invitations, registration, transport, accommodation and meals for participants.

### **Criterion 2**

Have expertise in and a minimum of five years' experience of organising other kinds of events (competitions, exhibitions, roadshows etc.) in several countries and several languages (3 at least).

### **Criterion 3**

Have expertise in and a minimum of five years' experience of designing, creating and managing multilingual registration websites (in 3 languages at least).

### **Criterion 4**

Have the technical skills needed to perform the proposed services (described above in section 4 – Description of lots – Lot 2).

### **Criterion 5**

Have the linguistic skills needed to perform the proposed services in all the official languages of the European Union and of the EFTA/EEA countries, the candidate countries and, possibly, other countries.

## **Evidence to be provided**

The items listed below must be provided as evidence of satisfying the criteria for Lot 2.

Tenders from groups (or consortia) or including subcontractors must specify the title, role and experience of each of the members of the group (or consortium) or each subcontractor.

### **For criteria 1 to 3**

The tenderer must submit the following items:

- A list of the main clients and the main services provided during the last three years, indicating the value, the date and the public or private recipient of these services.
- Examples of work relating to criteria 1 to 3 and produced over the last three years. If this work was partly produced by members of a group (or consortium of companies) or by subcontractors, the tenderer must clearly indicate the role and contribution of everyone involved.

### **For criterion 4**

The tenderer must submit the following items:

- A list of the material and technical equipment at his disposal for performing the proposed services.
- A list of the services that the tenderer intends to carry out directly and those which may be subcontracted.
- Where necessary, the identity and description of the subcontractors already selected by the tenderer and who may be used for certain types of work.
- The CVs of the staff designated by the tenderer to perform the proposed services. They should preferably follow the Commission's recommendation on a common European format for CVs
- An indication of the tenderer's average annual workforce during the last three years.
- A description of the means that the tenderer has at his disposal to ensure quality control of the work he performs.

### **For criterion 5**

The tenderer must demonstrate his ability to work in the most common EU languages and, if necessary, his ability rapidly to mobilise the resources necessary to perform the proposed services in all the official languages of the European Union and of the EFTA/EEA countries, the candidate countries and, possibly, other countries. In order to demonstrate this ability, he must supply examples of work already produced in languages other than his own.

## **20. CONTRACT AWARD CRITERIA**

### **20.1. Quality of the tender**

#### **20.1.1 Lot 1 "Communication tools"**

For Lot 1 the contract will be awarded to the tenderer who has obtained at least the minimum number of points required for the quality criteria (75/100) and has submitted the tender offering the best value for money.

The award criteria comprise:

- 1) the analysis of the replies to a case study<sup>3</sup>;
- 2) the budget for the case study, which should be as detailed as possible (the figures must tally with the price schedules). All prices should be indicated in euros and exclusive of tax and duty, including VAT.

Each of the tasks of the case study for Lot 1 will be marked out of 100, as follows:

#### **Case study**

##### **Task A – Strategy and campaign development**

- Relevance of the methodology and tools used to identify target audiences (30 points).
- Quality and coherence of the overall campaign strategy (40 points)
- Estimated campaign impact on the desired target audience (30 points)

##### **Task B - Poster**

- Relevance of poster content (35 points).
- Creativity of the concept (30 points)
- Quality of poster design and layout including for translations (35 points).

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<sup>3</sup> The case studies do not in any way prejudice the services which the contractor(s) may be required to provide.

### **Task C – Video**

- Relevance of video content (35 points).
- Creativity of the concept (30 points)
- Relevance of the methodology and tools proposed for shooting and producing the video (35 points).

### **Task D – Factsheet**

- Relevance of the structure proposed for the factsheet (20 points)
- Relevance and quality of the text proposed, including quality of translations (40 points).
- Quality of the graphic art and layout (40 points).

### **Task D – Social media campaign**

- Relevance of choice of social media channels (35 points)
- Relevance of the campaign strategy proposed (35 points)
- Relevance and quality of the texts/posts proposed (30 points).

To enable the Commission to assess his bid, the tenderer must, for each of the tasks case study for Lot 1:

- carry out the work requested in accordance with the specifications;
- describe the methods that he intends to use to ensure that the work is of a high quality and done on time, whether it is carried out by himself, by subcontractors or by other members of the consortium;
- where appropriate, describe the methods that he intends to use to organise and monitor to the best of his ability the work of subcontractors or other members of the consortium;
- describe the methods that he intends to use to work as closely as possible with the Commission in Brussels.

Only tenders that have obtained at least 75/100 for each case study will be considered for the next stage, which consists in calculating the financial value of the tenders (sum of the prices of all case study tasks) and then determining which offers the best value for money.

### **20.1.2 Lot 2 "Events"**

For Lot 2 the contract will be awarded to the tenderer who has obtained at least the minimum number of points required for the quality criteria (75/100) and has submitted the tender offering the best value for money.

The award criteria comprise:

- 1) the analysis of the replies to the four case studies<sup>4</sup>;
- 2) the budget for the case studies, which should be as detailed as possible (the figures must tally with the price schedules). All prices should be indicated in euros and exclusive of tax and duty, including VAT.

Each of the case studies for Lot 2 will be marked out of 100, as follows.

#### **Case study 1 - Seminar in Brussels**

- Relevance of the methodology and tools proposed for organising the conference (50 points).
- Quality of the “virtual” organisation of the conference (50 points).

#### **Case study 2 - Conference in Prague**

- Relevance of the methodology and tools proposed for organising the conference (50 points).
- Quality of the “virtual” organisation of the conference (50 points).

#### **Case study 3 - Competition in Spain, Sweden and Slovakia**

- Relevance of the methodology and tools proposed for organising the competition (35 points).
- Quality of the “virtual” organisation of the competition in their capitals, excluding the national award ceremony (25 points).
- Quality of the “virtual” organisation of the national award ceremony in Bratislava, including transport (20 points).
- Quality of the “virtual” organisation of the European award ceremony in Brussels, including transport (20 points).

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<sup>4</sup> The case studies do not in any way prejudice the services which the contractor(s) may be required to provide.

To enable the Commission to assess his bid, the tenderer must, for each of the case studies for Lot 2:

- describe in detail how he plans to carry out the prescribed tasks, carefully specifying the organisational arrangements and the various stages of the work, estimating how long they will take and identifying the most important points;
- describe the methods that he intends to use to ensure that the work is of a high quality and done on time, whether it is carried out by himself, by subcontractors or by other members of the consortium;
- where appropriate, describe the methods that he intends to use to organise and monitor to the best of his ability the work of subcontractors or other members of the consortium;
- describe the methods that he intends to use to enable him to work on a regular basis in countries other than his own and in languages other than his mother tongue, in particular describe how/if he intends to work with a partner network;
- describe the methods he intends to use to work as closely as possible with the Commission, in Brussels and in the Member States.

Only tenders that have obtained at least 75/100 for each case study will be considered for the next stage, which consists in calculating the financial value of the tenders (sum of the prices of the four case studies) and then determining which offers the best value for money.

## **20.2. Financial value**

To determine the financial value of the tender for each of the lots, the prices of the tasks in the case studies will be added together to obtain a total price.

## 21. FINAL EVALUATION

For each of the lost, the final evaluation for each tender will consist in calculating the ratio obtained by dividing the sum of the points of the tasks in the case studies (multiplied by 1 000) by the sum of the prices of tasks:

$$\frac{Pt_{offres}}{Px_{offres}} * 1000$$

Where:

$Pt_{offres}$  = the sum of the points of the offers

$Px_{offres}$  = the sum of the prices of the offers

Tenders will be ranked in descending order on the basis of the ratio obtained. For each of the lots, the contract will be awarded to the tenderer whose tender has obtained the highest ratios at the end of the final evaluation.

# **ANNEXES**

**ANNEX I: ANNEXES FOR LOT 1**  
**"COMMUNICATION TOOLS"**

## ANNEX I: 1

### Lot 1 "Communication tools"

#### Case study "Integrated communication campaign"

##### Task 1 – Integrated campaign strategy

The Directorate-General for Home Affairs has decided to launch an integrated campaign (running for a period of approximately 6 weeks) on the subject of **fight against corruption**. The overall budget of the campaign is euro **2,000,000**. The objective of the campaign is to raise awareness with the European public about the cost of corruption to the EU economy and the measures the European Commission is proposing in order to fight against this criminal activity. The key message to be communicated through the campaign has been defined as: "Fighting corruption to help economic recovery". In this task, the role of the contractor is to:

- Define the segments of the target audience
- Define the strategy of the campaign specifying the communication tools and media to be used (including details on concrete channels/websites etc.), the schedule and the budget distribution and estimate possible results. The communication tool mix needs to include at least (but not exclusively) the elements that will be further developed in the following tasks (a poster, a video, a factsheet and a social media campaign).

For policy information on all tasks in this case study, the website of DG Home Affairs can be consulted on <http://ec.europa.eu/dgs/home-affairs/>

The tenderers should present a detailed **budget for the campaign**. The budget will be used to check the feasibility of the proposals; however it will not be part of the price comparison for the purpose of tenderer selection (as all budgets should by definition arrive to the euro 2.000.000 amount mentioned in the task definition). The budget should include details on staff costs for the concept and running of the campaign.

The prices quoted should correspond to the price schedule detailed in Annex II.1.

Marking: See 20.1.1 in Call for tender

## Task 2 - Poster

A poster is to be developed as one of the communication tools in the framework of the above-mentioned campaign on the subject of fight against corruption:

The tenderer is asked to

- Create a concept and design the poster
- The poster must be translated into the 23 official languages of the European Union and laid out
- The poster must be printed in four colours and in A3 for all the languages – the language of the poster needs to be discretely indicated in the layout of the poster

The tenderer should propose a **detailed budget which must cover the design, translation, production, packing and shipping of the following quantities of posters:**

EN, FR, DE, NL, ES, IT, PL, RO: 1000 copies

BG, HU, GR, FI, SL, SK, CZ, LT, LV, ET, PT, DK, SV, IR, MT: 500 copies

(The posters are to be sent to the EU country where the concerned language is used as official. For the purpose of the exercise we assume that FR, DE, NL and SV posters are to be sent to France, Germany, the Netherlands and Sweden respectively only.)

The prices quoted should correspond to the price schedule detailed in Annex II.1.

N.B. For the purpose of the exercise, the posters will not in reality be produced or sent to those locations (the production, packing and delivery will just be quantified in the quote), but one copy of the poster in each language should be included in each copy of the reply to the tender.

For the purpose of the exercise, the tenderers do not need to follow the visual identity of the European Commission when executing the tasks set in this case study. They only have the obligation to include the official logo of the European Commission that can be downloaded at

[http://ec.europa.eu/dgs/communication/services/visual\\_identity/index\\_en.htm](http://ec.europa.eu/dgs/communication/services/visual_identity/index_en.htm)

Marking: See 20.1.1 in Call for tender

## Task 3 - Video

In the framework of the integrated campaign, DG Home affair has decided to produce a video on the subject of fight against corruption.

The role of the tenderer is to:

- Create a scenario for the video with maximum length of 3 min. The tenderers will write the scenario based on information they have gathered themselves.
- Explain in detail how the production would be approached including a timeline

In order to be able to compare budgets for this task on equal grounds, the tenderer should **present a detailed video production budget** (excluding personnel costs for scenario creation) however not for the scenario that has been proposed but **for a standard 2 minute video filmed in Barcelona using 5 actors, a voice-over and with a title screen at the beginning and end. The budget should include provision for music and translation (voiceover) into 5 languages (PL, IT, ES, DE and NL).**

The prices quoted should correspond to the price schedule detailed in Annex II.1.

Marking: See 20.1.1 in Call for tender

N.B. For the purpose of the exercise, the tenderers do not need to follow the visual identity of the European Commission when executing the tasks set in this case study. They only have the obligation to include the official logo of the European Commission that can be downloaded at

[http://ec.europa.eu/dgs/communication/services/visual\\_identity/index\\_en.htm](http://ec.europa.eu/dgs/communication/services/visual_identity/index_en.htm)

#### **Task 4 - Factsheet**

DG Home Affairs would like to produce a factsheet gathering in a simple and understandable form all important information on the issue of corruption and the EU policies in the area of fight against this criminal activity.

The length of the factsheet should be two laid out A4 pages maximum.

The tenderers should:

- Prepare the text of the factsheet using information they have gathered themselves
- Prepare a layout for the factsheet including images the tenderers have gathered themselves
- Translate the factsheet into IT, PT, SK and SV.
- Print the factsheet in in four colours and A4 format in all the above languages plus original EN or FR (paper 135g/m2)

The tenderers should propose **a detailed budget which must cover the writing, design, translation, production, packaging and delivery** of the following numbers of copies to the European Commission in Brussels:

EN or FR	1000
IT	500
SW, PT, SK	300

The prices quoted should correspond to the price schedule detailed in Annex II.1.

N.B. For the purpose of the exercise, the factsheets will not in reality be sent in those quantities (the production, packaging and delivery will just be quantified in the quote), but one copy of the factsheet in each requested language should be included in each copy of the reply to the tender.

For the purpose of the exercise, the tenderers do not need to follow the visual identity of the European Commission when executing the tasks set in this case study. They only have the obligation to include the official logo of the European Commission that can be downloaded at

[http://ec.europa.eu/dgs/communication/services/visual\\_identity/index\\_en.htm](http://ec.europa.eu/dgs/communication/services/visual_identity/index_en.htm)

Marking: See 20.1.1 in Call for tender

### **Task 5 – Social media**

As part of the integrated campaign, the contractor should design a social media campaign.

The tenderer should:

- Define the target audience for the social media campaign to be undertaken in all Member States of the EU
- Define the tools to be used to best reach this audience
- Prepare at least 5 texts to be used (twitter messages, posts etc.) as well as layout for possible pages (Facebook and similar)
- Present a timeline/planning for the campaign
- Estimate results of the proposed campaign (e.g. number of website visits, no or re-tweet etc.)

The contractor should also present a **detailed budget covering all aspects on this tasks including any possible media cost.**

The prices quoted should correspond to the price schedule detailed in Annex II.1.

Marking: See 20.1.1 in Call for tender



## ANNEX I: 2

### Lot 1 "Communication tools"

#### Price schedule

#### Important remarks

Since the specific agreements will be concluded on the basis of the price schedules, these schedules, duly completed, dated and signed, must be attached to the tender.

The tenderer must complete the entire price schedule for the services and materials in question. Prices will be indicated in euros, excluding VAT. Only one amount should be indicated per unit.

The prices quoted in the schedules should be flat-rate amounts covering all general expenses and the expenses associated with provision of the services, including third-party liability insurance and all compulsory insurance.

Travel and subsistence expenses shall be reimbursed in accordance with Article II.16 of the model contract.

No modifications are allowed. Any modification may result in rejection of the tender.

**Exception: If he deems it necessary, the tenderer may, provided that detailed reasons are given, add items to the price schedule, up to a maximum of 20% of the number of items already included.** These prices should be in line with the tenderer's usual pricing policy and comparable with the market prices for the type of service or material indicated.

In the specific case of technologies not yet foreseeable or available, in particular in the field of IT or multimedia, the Commission may, at a future date, ask the Contractor for additional products or services, which the Contractor must propose at the most favourable market price. In these cases, the Contractor will propose a price corresponding to the schedule structure and price level. This proposal will be subject to agreement by the Commission.

Unless otherwise stated, all prices must include delivery of the products to the Commission in Brussels.

A paper or web page to be written or translated means: 1 500 characters without spaces.

## Lot 1 "Communication tools"

### Price schedule

Company: \_\_\_\_\_

Surname and first name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

### Writing, designing, producing and distributing graphic material

Description	Unit price
Staff	
. Senior manager	... euros/person/day
. Project manager	... euros/person/day
. Assistant project manager	... euros/person/day

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<sup>5</sup> For example, Internet searches, searches in archives, searches for specific examples, searches for illustrations, search for interviewees and search for photographs or other illustrations.

<sup>6</sup> This heading will also be used for payment of music distribution rights, which will therefore be calculated in the equivalent of "euros/person/day".

. Copywriter	... euros/person/day
. Secretary	... euros/person/day
. Art director	... euros/person/day
. Graphic designer	... euros/person/day
. Technical manager	... euros/person/day
. Web designer	... euros/person/day
. Web developer	... euros/person/day
. Information collector <sup>5</sup>	... euros/person/day
. Journalist/copywriter/reporter	... euros/person/day
. Photographer	... euros/person/day
. Producer	... euros/person/day
. Director (video)	... euros/person/day
. Assistant director (video)	... euros/person/day
. Scriptwriter	... euros/person/day
. Video engineer	... euros/person/day
. Assistant video engineer	... euros/person/day
. Sound engineer	... euros/person/day
. Assistant sound engineer	... euros/person/day
. Director of photography	... euros/person/day
. Chief camera operator	... euros/person/day
. Senior technician (electrician or key grip)	... euros/person/day
. Off-line and online editor	... euros/person/day
. Electrician	... euros/person/day
. Stage designer	... euros/person/day
. Voice-over	... euros/person/day
. Dubbing artist	... euros/person/day
. Make-up artist	... euros/person/day
. Actor	... euros/person/day

. Extra	...euros/person/day
. Composer/sound artist	...euros/person/day
. Interpreter	...euros/person/day
Translation	
. from EN, FR into EN, FR	...euros/page
. from EN, FR into another language	...euros/page
.from another language into EN/FR	...euros/page
. from another language into another language	...euros/page
. surcharge for an urgent translation (24 hours)	...euros/page
Music	
. Original music score, all rights assigned	... euros/day
. Background music, all rights assigned	...euros/minute
. Negotiating music reproduction and distribution rights with the publisher <sup>6</sup>	... euros/person/day
Equipment	
Production equipment (filming , sound, lights)	... euros/day
Post-production equipment (e.g. editing suit hire)	... euros/day
Supplies	
. Laptop computer with modem	... euros/day
. Mobile phone	... euros/day
. DV CAM player-recorder	... euros/day
. Hand-held microphone	... euros/day
. Clip-on microphone	... euros/day

. Basic sound reproduction equipment	... euros/day
Correction of written style <sup>7</sup>	... euros/page
Adaptation of a text <sup>8</sup>	... euros/page
Proof-reading	... euros/page
Design or adaptation of a graphic charter for the publications and the publicity material	
. design of a new graphic charter	... euros/unit
. adaptation of an existing graphic charter	... euros/unit
Quantitative monitoring of coverage of a specific subject by the press and on-line press	... euros/person/day
Qualitative monitoring of coverage of a specific subject by the press and on-line press (analysis of the development of the issues covered, analysis of the standpoint of opinion formers and of the media, etc.)	... euros/person/day
Retouching photographs	... euros/unit
Acquisition of royalty-free photos	... euros/unit
Storage of 100 photographs on CD-ROM or DVD	... euros/unit
Page layout from electronic original (first language version)	
. A6 format	... euros/unit
. A5 format	... euros/unit
. A4 format	... euros/unit
. A3 format	... euros/unit
. A2 format	... euros/unit
. A1 format	... euros/unit
. A0 format	... euros/unit

<sup>7</sup> Requires rewriting of certain passages.

<sup>8</sup> May require rewriting of the entire text.

. B5 format	... euros/unit
. C5 format	... euros/unit
Layout from electronic original (all subsequent language versions)	
. A6 format	... euros/page
. A5 format	... euros/page
. A4 format	... euros/page
. A3 format	... euros/page
. A2 format	... euros/page
. A1 format	... euros/page
. A0 format	... euros/page
. B5 format	... euros/page
. C5 format	... euros/page
Printing of publications <sup>9</sup>	
. .A6 format	
. fewer than 100 copies	... euros/unit
. 100-999 copies	... euros/unit
. 1 000- 4999 copies	... euros/unit
. 5 000-9 999 copies	... euros/unit
. 10 000 copies or more	... euros/unit
. A5 format	
. fewer than 100 copies	... euros/unit
. 100-999 copies	... euros/unit

<sup>9</sup> In four colours, eight pages, paper 135 g.

. 1 000- 4999 copies	... euros/unit
. 5 000-9 999 copies	... euros/unit
. 10 000 copies or more	... euros/unit
. A4 format	
. fewer than 100 copies	... euros/unit
. 100-999 copies	... euros/unit
. 1 000- 4999 copies	... euros/unit
. 5 000-9 999 copies	... euros/unit
. 10 000 copies or more	...euros/unit
. B5 format	
. fewer than 100 copies	... euros/unit
. 100-999 copies	... euros/unit
. 1 000- 4999 copies	... euros/unit
. 5 000-9 999 copies	... euros/unit
. 10 000 copies or more	... euros/unit
. C5 format	
. fewer than 100 copies	... euros/unit
. 100-999 copies	... euros/unit
. 1 000- 4999 copies	... euros/unit
. 5 000-9 999 copies	... euros/unit
. 10 000 copies or more	... euros/unit
Production of a poster <sup>10</sup>	... euros/unit
. poster design	... euros/unit

<sup>10</sup> In four colours, paper 170 g.

(3 distinctly different concept proposals and 2 rounds of changes)	
printing	... euros/unit
. A3 format	... euros/unit
. fewer than 100 copies	... euros/unit
. 100-999 copies	... euros/unit
. 1 000- 4999 copies	... euros/unit
. 5 000-9 999 copies	... euros/unit
. 10 000 copies or more	... euros/unit
. A2 format	... euros/unit
. fewer than 100 copies	... euros/unit
. 100-999 copies	... euros/unit
. 1 000- 4999 copies	... euros/unit
. 5 000-9 999 copies	... euros/unit
. 10 000 copies or more	... euros/unit
. A1 format	... euros/unit
. fewer than 100 copies	... euros/unit
. 100-999 copies	... euros/unit
. 1 000- 4999 copies	... euros/unit
. 5 000-9 999 copies	... euros/unit
. 10 000 copies or more	... euros/unit
. A0 format	... euros/unit
. fewer than 100 copies	... euros/unit
. 100-999 copies	... euros/unit
. 1 000- 4999 copies	... euros/unit

. 5 000-9 999 copies	...euros/unit
. 10 000 copies or more	...euros/unit
. 40 * 60 cm format	
. fewer than 100 copies	...euros/unit
. 100-999 copies	...euros/unit
. 1 000- 4999 copies	...euros/unit
. 5 000-9 999 copies	...euros/unit
. 10 000 copies or more	...euros/unit
. 50 * 70 cm format	
. fewer than 100 copies	...euros/unit
. 100-999 copies	...euros/unit
. 1 000- 4999 copies	...euros/unit
. 5 000-9 999 copies	...euros/unit
. 10 000 copies or more	... euros/unit
. 70 * 100 cm format	
. fewer than 100 copies	...euros/unit
. 100-999 copies	... euros/unit
. 1 000- 4999 copies	... euros/unit
. 5 000-9 999 copies	... euros/unit
. 10 000 copies or more	...euros/unit
Production of folders for A4 format documents <sup>11</sup>	

<sup>11</sup> Closed format: A4+ (215 x 302 mm) Printing: full four colours. Paper: interior 350 g/m<sup>2</sup> - matt-coated. Finish: three flaps.

<p>. fewer than 100 copies</p> <p>. 100-999 copies</p> <p>. 1 000- 4999 copies</p> <p>. 5 000-9 999 copies</p> <p>. 10 000 copies or more</p>	<p>... euros/unit</p> <p>... euros/unit</p> <p>... euros/unit</p> <p>... euros/unit</p> <p>... euros/unit</p>
<p>Reproduction of an A4 page, black and white</p> <p>. 100-499 copies</p> <p>. 500-999 copies</p> <p>. 1 000 copies or more</p>	<p>... euros/unit</p> <p>... euros/unit</p> <p>... euros/unit</p>
<p>Reproduction of an A4 page, black and white, on both sides</p> <p>fewer than 100 copies</p> <p>. 100-499 copies</p> <p>. 500-999 copies</p> <p>. 1 000 copies or more</p>	<p>... euros/unit</p> <p>... euros/unit</p> <p>... euros/unit</p> <p>... euros/unit</p>
<p>Production of panels<sup>12</sup> (or another material) 3 mm</p> <p>. less than 0.70 * 1 m</p> <p>. equal to more than 0.70 * 1 m</p>	<p>... euros/unit</p> <p>... euros/unit</p>
<p>Putting A4 documents weighing between 20g and 100g into plastic film envelopes with address labels, and delivering them to the post office (excluding postage costs)</p>	<p>... euros/unit</p>

Making up parcels with address labels and depositing them at the post office or with an express courier service (excluding post and packaging costs)	... euros/unit
Sending of envelopes or parcels by national express mail	... euros/unit
. 20g	
. 50g	
. 100g	
. 300g	
. 500g	
. 1kg and above	... euros/kg
Sending of envelopes or parcels by normal national mail	... euros/unit
. 20g	
. 50g	
. 100g	
. 300g	
. 500g	
. 1 kg and above	... euros/kg
National transport of heavy parcels	... euros/unit
. 20g	
. 50g	
. 100g	
. 300g	
. 500g	
. 1 kg and above	... euros/kg
Sending of envelopes or parcels by international express mail (within the EU)	... euros/unit

<ul style="list-style-type: none"> <li>. 20g</li> <li>. 50g</li> <li>. 100g</li> <li>. 300g</li> <li>. 500g</li> <li>. 1kg and above</li> </ul>	... euros/kg
<p>Sending of envelopes or parcels by normal international mail (within the EU)</p> <ul style="list-style-type: none"> <li>. 20g</li> <li>. 50g</li> <li>. 100g</li> <li>. 300g</li> <li>. 500g</li> <li>. 1kg and above</li> </ul>	... euros/unit
International transport (within EU) of heavy parcels	... euros/kg/100 km
Local transport of small parcels	... euros/unit
Design and production of a master CD including presentation containing 15 texts + 15 tailor-made graphics + cover design	... euros/unit
Production of a master DVD including presentation containing 15 texts + 15 tailor-made graphics + cover design	... euros/unit
<p>Copying of DVD or CD by pressing</p> <ul style="list-style-type: none"> <li>. fewer than 100 copies</li> <li>. 100-299 copies</li> <li>. 300-999 copies</li> <li>. 1000 copies or more</li> </ul>	... euros/unit
Copying of DVD or CD by recording (emergency procedure)	... euros/unit

<ul style="list-style-type: none"> <li>. fewer than 100 copies</li> <li>. 100-299 copies</li> <li>. 300-999 copies</li> <li>. 1000 copies or more</li> </ul>	
<p>Printing of a four-colour label on a CD /DVD</p> <ul style="list-style-type: none"> <li>. fewer than 100 copies</li> <li>. 100-299 copies</li> <li>. 300-999 copies</li> <li>. 1000 copies or more</li> </ul>	... euros/unit
<p>Supply of copies of a CD /DVD in a "Diva Box" (including printed cover)</p> <ul style="list-style-type: none"> <li>. fewer than 100 copies</li> <li>. 100-299 copies</li> <li>. 300-999 copies</li> <li>. 1000 copies or more</li> </ul>	... euros/unit

### Possible surcharge

Description	Unit price
For any service involving personnel costs: surcharge for any work done on Saturdays, Sundays or public holidays, subject to agreement of the Commission	... %

### *Items which may be added by the tenderer<sup>13</sup>*

<i>Description</i>	<i>Unit price</i>
...	...
...	...
...	...

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<sup>13</sup> Up to a maximum of 20% of the number of items already included.

# **ANNEX II: ANNEXES FOR LOT 2 "EVENTS"**

## **ANNEX II: 1**

### **LOT 2 "EVENTS"**

#### **CASE STUDY 1 "ORGANISING A CONFERENCE IN PRAGUE"**

Describe the methodology proposed for the organisation of a conference in Prague.

The following elements should be taken into account:

- Dates and times of the conference: April 24 2012 from 9.00 to 12.30 and from 14.00 to 17.00.
- There will be 54 participants (two from each EU capital).
- The contractor will identify participants (within defined target groups like government officials, NGOs etc.).
- The contractor will be required to contact potential participants and deal with enrolments (registration, confirmation, etc.). A registration website needs to be created to enable the participants to register and get practical information.
- The contractor will be required to organise transport for participants from each national capital to Prague, as well as accommodation and meals.
- In addition to the 54 participants, there will be four experts in the field who will address the conference. They will come from London, Paris, Brussels and Rome. The Commission will identify and contact the speakers itself regarding their participation in principle. They will then be contacted regarding the technical aspects of their travel arrangements by the contractor, who will organise their travel and accommodation in the same way as for the other participants.
- Arrival in the evening of Tuesday April 23 2012 and departure on the morning of Thursday April 25 2012 (two nights, two breakfasts, two evening meals, a buffet lunch, two coffee breaks).
- Accommodation in a 4-star hotel.
- Buffet lunch and coffee breaks at the venue.
- The languages spoken at the conference will be French, English and German, with interpretation into and out of these three languages.
- An estimate of the travel and subsistence expenses of the 54 participants and the four speakers must be included in the budget<sup>14</sup>. These expenses will be met by the Commission (including the travel from and to the airport).
- The contractor will be responsible for booking and purchasing air tickets for the participants and for having the tickets delivered to them (physically or electronically).
- The contractor will be responsible for booking and paying for the participants' and speakers' hotel rooms.
- The contractor will be responsible for making reservations and related payments for all the meals.

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<sup>14</sup> This should not include travel and hotel expenses for the two participants coming from Prague but should include the cost of their meals.

- As regards the Commission employees attending the conference, the contractor will not intervene in any way in booking or purchasing the air tickets, reserving or paying for hotel rooms, or meeting catering costs.
- The contractor must produce a full transcription, i.e. verbatim, of what is said by the participants and speakers during the conference. He must provide the Commission with a full transcription in French, English and German no later than four weeks after the conference. Once it has been approved, a copy of the transcription will be sent to each expert speaker and participant in French, English or German according to their preference.
- The conference will be held in a room large enough for 70 people, with a reception area, a small additional room reserved for the organisers, and a relaxation area for coffee breaks.
- The minimum equipment for the conference room is: a full sound system, a rostrum with four microphones, two wireless microphones, three interpreting booths, 70 headsets, a PC with PowerPoint and Internet connection, high-speed Internet access, high-resolution video projector, overhead projector, flipchart, large screen (+/- 3.50 x 2.50 m), decorative items (flags, flowers, plants, etc.) and four name cards, one for each speaker.
- The equipment needed for the organisers' room, reception area and relaxation area is to be specified by the contractor.
- The contractor must design a programme and post it on the event website. Participants should be sent the programme by email in English.
- Each participant and speaker must receive: a coloured badge, a standard conference kit<sup>15</sup> and a folder containing the list of participants and speakers, the programme, a basic 30-page content document. The contractor will design and produce all these elements (the 30-page document will be delivered by the Commission and only be printed by the contractor in black & white).
- The contractor must ensure that a technician is present for the entire duration of the conference.
- The contractor must ensure that three receptionists covering between them Czech, English, French and German are present for the entire duration of the conference.
- The contractor must ensure that two of his representatives are present from the morning of 23 April until the afternoon of 25 April 2012.

Tenderers must:

- describe in detail the methodology they will use for organising the conference;
- submit a detailed and concrete proposal covering all aspects of the organisation of this conference;

The tenderers have to **submit a detailed budget including all the tasks requested in the case study on the basis of the prices detailed for all services in the price schedule (annexe II.2).**

N.B. In real-life situation, the travel expenses for participants will be billed at the real price invoiced by the provider of services (invoices to be presented as part of the final report) plus a surcharge by the tenderer by participant (to be defined in the price schedule Annex II:2).

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<sup>15</sup> Fabric document case, plastic pen and paper conference folder including an A4 writing pad.

For the purpose of comparing bids, the price of travel will not be taken into consideration and should not be part of the quote. However, the surcharge by participant will be considered and therefore has to be specified in the budget of the case study.

In order to avoid any conflict of interest, the provider of travel services has to legally and financially separate from the tenderer.

Marking: See Section 20.1.2 in Call for tender

## **CASE STUDY 2"ORGANISING A WORKING GROUP MEETING IN BRUSSELS"**

Describe the methodology proposed for the organisation of a working group meeting in a Commission building in Brussels.

The following elements should be taken into account:

- Dates and times of the conference: May 14 2012 from 9.00 to 12.30 and from 14.00 to 17.00.
- There will be 27 participants (one from each EU capital).
- The contractor will be required to organise transport for participants and speakers from each national capital to Brussels, as well as accommodation and some meals.
- Arrival in the evening of May 13 2012 and departure in the evening of May 14 2012 (one night, two breakfasts, no evening meals, a buffet lunch, two coffee breaks).
- Accommodation in a 4-star hotel.
- Buffet lunch and coffee breaks at the venue.
- The languages spoken at the conference will be French, English and German, with interpretation into and out of these three languages provided by SCIC.
- The contractor will get the list of participants from the European Commission.
- The contractor will be required to contact potential participants and deal with enrolments (registration, confirmation, etc.).
- An estimate of the travel and subsistence expenses of the 27 participants must be included in the budget<sup>16</sup>. These expenses will be met by the Commission.
- The contractor will be responsible for booking and purchasing air tickets for the participants and for having the tickets delivered to them (physically or electronically).
- The contractor will be responsible for booking and paying for the participants' hotel rooms.
- The contractor will be responsible for making reservations and related payments for the defined meals.
- As regards the Commission employees attending the meeting, the contractor will not intervene in any way in their travel or catering costs.
- The conference will be held in a room large enough for 40 people at the Commission premises.
- The contractor must design a programme and provide it to the EC services for emailing.
- Each participant and speaker must receive: a coloured badge, a standard conference kit<sup>17</sup> and a folder containing the list of participants, the programme, a basic 10-page content document. The contractor will design and produce all these elements (the 10-page document will be delivered by the Commission and only be printed by the contractor in black & white).
- The contractor must ensure that a technician is present for the entire duration of the conference.
- The contractor must ensure that three receptionists covering between them English, French and German are present for the entire duration of the conference.

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<sup>16</sup> This should not include travel and hotel expenses for the two participants coming from Brussels but should include the cost of their meals.

<sup>17</sup> Fabric document case, plastic pen and paper conference folder including an A4 writing pad.

- The contractor must ensure that two of his representatives are present from the morning of 14 May until the afternoon of the same day.

Tenderers must:

- describe in detail the methodology they will use for organising the working group meeting;
- submit a detailed and concrete proposal covering all aspects of the organisation of this conference;

The tenderers have to **submit a detailed budget including all the tasks requested in the case study on the basis of the prices detailed for all services in the price schedule (annexe II.2).**

N.B. In real-life situation, the travel expenses for participants will be billed at the real price invoiced by the provider of services (invoices to be presented as part of the final report) plus a surcharge by the tenderer by participant (to be defined in the price schedule Annex II:2).

For the purpose of comparing bids, the price of travel will not be taken into consideration and should not be part of the quote. However, the surcharge by participant will be considered and therefore has to be specified in the budget of the case study.

In order to avoid any conflict of interest, the provider of travel services has to legally and financially separate from the tenderer.

Marking: See Section 20.1.2 in Call for tender

### **CASE STUDY 3 "ORGANISING A COMPETITION IN THE 27 EU COUNTRIES"**

Describe the methodology proposed for organising a competition aimed at university students in the 27 EU Member States and entitled "Fighting corruption to help economic recovery". The work will entail organising the competition, the national juries and the European award ceremony.

The following elements should be taken into account:

- The entrants must form groups to produce a video illustrating the theme of fight against corruption
- Each group will consist of at least four young people
- The entrants will be 18-24 years old
- The exercise will start on Friday March 1, 2013 and finish on Monday December 9, 2013.

#### National partners

The contractor will have to use a network of national partners, one in each Member State. The partners will have to perform the following tasks:

- immediately after the signature of the contract, organise a meeting with representatives of the Commission Representation and the relevant national Ministries (e.g. Youth, Education, Culture etc.) to introduce themselves and give them detailed information about the initiative and the strategy to be put in place;
- liaise with the Representation and the above-mentioned Ministries from the beginning of the project to the end;
- identify the country's main educational networks, youth organisations, etc., get in contact with them and encourage them to take an active role in promoting the competition;
- promote the competition directly to universities and youth clubs by e-mails, phone, in person etc.;
- act as a contact and coordination point for the teams that have registered and contact them regularly to encourage them actually to participate in the competition;
- act as a contact and coordination point for the participating teams, in particular for taking delivery of their videos;
- report regularly to the contractor on the state of progress and notify it immediately if any problem arises;
- organise the meeting of the national jury;
- organise the national award ceremony;
- accompany the winning team to Brussels (1 person per winning team).

The tenderer must include in his bid a list of the national partners that he intends to use to satisfy any such request by the European Commission. The list must be accompanied by a prior undertaking by each of the potential partners to cooperate with the tenderer if the European Commission decides to launch the project and the specific contract is signed.

## Promotion

Given that each partner will be responsible for directly promoting the competition in a number of universities and youth clubs, the tenderer must describe exactly how his partners will do this and must estimate the number of secondary schools and youth clubs which each partner should contact in each country.

## Website

The contractor will have to design, create and manage a website devoted to the competition in 23 languages. The website needs to include a homepage, a page describing the rules of the competition, a page to publish the 27 works winning nationally and registration pages. The contractor will have to buy a domain name (which will become property of the Commission) to fit the competition e.g. youthagainstcorruption.eu

The contractor will be responsible for hosting and managing the website until the end of December 2014.

## Meeting of the national juries

The meetings of the national juries will be held at the Commission's Representation in their respective capital cities and will last a full day. Each of the contractor's national partners will be responsible for all the logistics and will arrange for the inclusion among the judges of a representative of the Commission's Representation, a representative of one of the Ministries mentioned earlier, a communications expert, a graphic designer and a young person who is a member of a youth organisation.

The tenderer must describe in detail how he intends to prepare for and organise the meetings of the national juries.

## National award ceremonies

The national award ceremonies will take place around October 15, 2013 in each capital city. They will start in the late morning and last approximately two hours, so that teams coming from remote parts of the country have enough time to travel to and from the venue on the same day.

The three winning teams in each Member State will be invited: four young people per team, i.e. a total of 4 people x 3 teams = 12 people.

In each Member State the role of the contractor, assisted by its national partner, will be to coordinate and organise the transport of the three winning teams by coach, train or aeroplane, depending on where they are coming from; to prepare and organise the ceremony itself in close cooperation with the Commission's Representation; to promote the event to the national media, also in close cooperation with the Representation.

On the day after the ceremony, the winning videos from each country will be sent to the Commission by express courier on a DVD (in high resolution) as well as posted on a

protected ftp site or similar, together with a copy of the participation form and a translation of the form in EN or FR. If the videos contain any text, this must also be translated into EN or FR.

The budget should be all-inclusive and take into account all the foreseeable elements, such as: the estimated cost of transport for the teams between their home town and the capital city, the invitations to the press, the medals for the winners, the cocktail lunch at the end of the ceremony, snacks and drinks for the teams upon arrival and before departure (taking into account special dietary requirements), sending the winning works to the Commission, etc.

#### European award ceremony

This will take place in Brussels on December 9, 2013, The International anti-corruption day, in a Commission building and will be presided over by the Home Affairs Commissioner.

The 27 winning teams at European level, each accompanied by a representative of the national partner (to help with language problems), making a total of five people per country, will arrive in Brussels on Saturday December 7 and leave again on Monday December 9, 2013 in the late afternoon.

The budget should be all-inclusive and take into account all the foreseeable elements, such as: the estimated cost of transport for the teams between their home town and Brussels, two nights' accommodation in Brussels, the activities on Saturday afternoon and Sunday, the food and drink served during this period (taking into account any special dietary requirements), the organisation of the ceremony itself, transport within Brussels, etc.

The tenderer's attention is drawn to the following constraints applying to the stay in Brussels and the European ceremony:

- all of the 108 participants must be asked about their dietary requirements (on medical, religious, ideological or other grounds);
- participants must be accommodated in a hotel. Youth hostels and the like are not to be used.
- the ceremony will be held in a Commission building and interpretation will be provided and does not have to be included in the tender;
- each of the 12 young people from the 3 winning teams (1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> prize) must receive a trophy;
- a master of ceremonies, a photographer and three hostesses must be provided;
- the cocktail lunch will be provided by the Commission and does not have to be included in the tender.

#### Approximate timetable

Beginning of March	DG Home sends a request for a proposal to the contractor with a view to concluding a specific contract for organising
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	the competition "The European Union and freedom of expression and information".
End of April	DG Home signs the specific contract for organising the competition.
End of March - end of April	The contractor drafts, translates and uploads all the necessary documents, thus creating the website.
May 9, 2013 - Europe Day	The competition is officially launched by the Home Affairs Commissioner via a press release. The website goes online. The promotional campaign starts immediately.
End of September	Deadline for participants to deliver their works.
Beginning of October	Meeting of the national juries.
Around October 15	National award ceremonies take place.
End of October	The 27 winning videos at national level are sent to DG Home.
Beginning of November	Meeting of the European jury.
7-9 December 2013	The winning teams at European level visit Brussels and participate in activities.
End of December 2014	Contractor ceases to host and manage the website devoted to this competition.

Tenderers must:

- describe in detail the methodology they will use to organise the competition;
- submit a detailed and concrete proposal covering all aspects of the organisation of the competition in Sweden;
- produce a detailed and concrete proposal covering the organisation of the national award ceremony in Stockholm, from transporting the participants to the city up to when they return home;
- produce a detailed and concrete proposal covering the organisation of the European award ceremony in Brussels, from transporting the participants to the city up to when they return home;
- submit a detailed budget.

The tenderers have to **submit a detailed budget including all the tasks requested in the case study on the basis of the prices detailed for all services in the price schedule (annexe II.2).**

N.B. In real-life situation, the travel expenses for participants will be billed at the real price invoiced by the provider of services (invoices to be presented as part of the final report) plus a surcharge by the tenderer by participant (to be defined in the price schedule Annex II:2).

For the purpose of comparing bids, the price of travel will not be taken into consideration and should not be part of the quote. However, the surcharge by participant will be considered and therefore has to be specified in the budget of the case study.

In order to avoid any conflict of interest, the provider of travel services has to legally and financially separate from the tenderer.

Marking: See Section 20.1.2 in Call for tender

## ANNEX II.2

### LOT 2 "EVENTS"

#### PRICE SCHEDULES

#### IMPORTANT REMARKS

Since the specific agreements will be concluded on the basis of the price schedules, these schedules, duly completed, dated and signed, must be attached to the tender.

The tenderer must complete the entire price schedule for the services and materials in question. Prices will be indicated in euros, excluding VAT. Only one amount should be indicated per unit.

The rates quoted in the price schedules will be flat-rate amounts covering all general expenses and the expenses associated with provision of the services, including third-party liability insurance and all compulsory insurance but excluding the travel and subsistence expenses, which, where appropriate, will be reimbursed according to the rules on the reimbursement of expenses (Article II.16 in the model Framework Contract) and according to the list of daily allowances (Annex III.4).

In the case of the travel expenses of the participants/guests attending an activity (meeting, conference, etc.), the contractor must, before the specific contract is signed, provide the Commission with a detailed estimate of travel expenses. The final billing will be done based on the price paid by the contractor (copy of invoice to be provided with the final report) increased by a fixed amount by participant to cover administrative costs to be defined in the Price Schedule (Annex II:2).

In order to avoid any conflict of interest, the provider of travel services has to legally and financially separate from the tenderer.

No modifications are allowed. Any modification may result in rejection of the tender.

**Exception: If he deems it necessary, the tenderer may, provided that detailed reasons are given, add items to the price schedule, up to a maximum of 20 per cent of the number of items already included.** These prices should be in line with the tenderer's usual pricing policy and comparable with market prices for the type of services or materials indicated.

In the specific case of technologies not yet foreseeable or available, in particular in the field of IT or multimedia, the Commission may, at a future date, ask the contractor for additional products or services, which the contractor must propose at the most favourable

market price. In these cases, the contractor will propose a price corresponding to the schedule structure and price level. This proposal will be subject to agreement by the Commission.

Many of the activities will take place in Brussels, but they may extend to all EU Member States, the EFTA/EEA countries, the candidate countries and other third countries.

Unless otherwise stated, all prices must include delivery of the products to the Commission in Brussels.

A paper or web page to be written or translated means: 1 500 characters without spaces.

## Lot 2 "Events"

### Price schedules

Company: \_\_\_\_\_

Surname                                      and                                      first                                      name:

\_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Description	Unit price
Amount to be charged for each participant travel (return journey) to cover all administrative costs linked to purchase, management and distribution of tickets	... euros/participant
<p>Staff</p> <ul style="list-style-type: none"> <li>. Senior manager</li> <li>. Project manager</li> <li>. Assistant project manager</li> <li>. Editor</li> <li>. Art director</li> <li>. Graphic designer</li> <li>. Technical manager</li> <li>. Web designer</li> <li>. Web developer</li> <li>. Journalist/Reporter</li> <li>. Video engineer</li> <li>. Assistant video engineer</li> <li>. Sound engineer</li> <li>. Assistant sound engineer</li> <li>. Video cameraman</li> </ul>	<ul style="list-style-type: none"> <li>... euros/person/day</li> </ul>

<sup>18</sup> To accompany a group.

<sup>19</sup> To organise games, sport, karaoke, etc.

<sup>20</sup> Monitoring media (press, web, TV channels and radio stations) throughout an event and sending a report afterwards.

. Assistant video cameraman	... euros/person/day
. Photograher	... euros/person/day
. Off-line and online editor	... euros/person/day
. Electrician	... euros/person/day
. Voice-over	... euros/person/day
. Registered nurse <sup>18</sup> (day)	... euros/person/day
. Registered nurse (night)	... euros/person/day
. Master of ceremonies	... euros/person/day
. Musician	... euros/person/day
. Tourist guide	... euros/person/day
. Group leader <sup>19</sup>	... euros/person/day
. Driver	... euros/person/day
. Monitoring media coverage of an event <sup>20</sup>	... euros/person/day
. Interpreter	... euros/person/day
. Transcript of even proceedings in original language EN/FR	... euros/person/day
. Transcript of even proceedings in original language other languages	... euros/person/day
 Translation	
. from EN, FR into EN, FR	...euros/ page
. from EN, FR into another language	...euros/page
.from another language into EN/FR	...euros/page
. from another language into another language	...euros/page
. surcharge for an urgent translation (24 hours)	...euros/page
Single room, including breakfast, in superior-category hotel (4 stars) <sup>21</sup> in the EU capitals:	

<sup>21</sup> The distinction between capitals is made because the prices of hotels can vary very much between cities and this can have a significant impact on the budget for organising an event. The same is true for non-EU capital cities.

. Brussels	
. Paris	... euros/night
. London	... euros/night
. Berlin	... euros/night
. Vienna	... euros/night
. Dublin	... euros/night
. Lisbon	... euros/night
. Madrid	... euros/night
. Luxembourg	... euros/night
. The Hague	... euros/night
. Copenhagen	... euros/night
. Stockholm	... euros/night
. Helsinki	... euros/night
. Rome	... euros/night
. Athens	... euros/night
. Tallinn	... euros/night
. Riga	... euros/night
. Vilnius	... euros/night
. Warsaw	... euros/night
. Prague	... euros/night
. Bratislava	... euros/night
. Ljubljana	... euros/night
. Budapest	... euros/night
. Sofia	... euros/night
. Bucharest	... euros/night
. Valletta	... euros/night
. Nicosia	... euros/night

	... euros/night
Single room, including breakfast, in superior-category hotel (4 stars) in the capitals of the EFTA/EEA countries:	
. Berne	... euros/night
. Vaduz	... euros/night
. Oslo	... euros/night
Single room, including breakfast, in superior-category hotel (4 stars) in the capitals of the candidate countries:	
. Zagreb	... euros/night
. Ankara	... euros/night
. Skopje	... euros/night
. Reykjavik	... euros/night
Single room, including breakfast, in superior-category hotel (4 stars) in other third countries	... euros/night
Seated dinner (including wine, water and coffee)	
. with aperitif	... euros/person
. without aperitif	... euros/person
Buffet dinner (including wine, water and coffee)	
. with aperitif	... euros/person
. without aperitif	... euros/person
Cocktail (alcoholic drink, water and fruit juice with five sweet or savoury snacks)	... euros/person
Dinner (including wine, water and coffee)	

. with aperitif	... euros/person
. without aperitif	... euros/person
<b>Coffee break</b>	
. coffee/tea	... euros/person
. coffee/tea with pastries	... euros/person
Drinks in meeting room (water and fruit juice)	... euros/person

<b>Pressing a CD-R from an audio CD master, jacket and label printing</b>	
. fewer than 50 copies	... euros/unit
. 50 – 500 copies	... euros/uni
Local transport (coach, minibus, taxi, etc.)	... euros/person/day
<b>Renting a room without interpreting facilities</b>	
. fewer than 50 seats	... euros/day
. 100 seats	... euros/day
. 200 seats	... euros/day
. 300 seats	... euros/day
. 400 seats	... euros/day
. 500 seats or more	... euros/day
<b>Renting a room with simultaneous interpretation facilities</b>	
. 1 to 3 booths	
. fewer than 50 seats	... euros/day
. 100 seats	... euros/day

. 200 seats	... euros/day
. 300 seats	... euros/day
. 400 seats	... euros/day
. 500 seats or more	... euros/day
. 4 booths or more	
. fewer than 50 seats	... euros/day
. 100 seats	... euros/day
. 200 seats	... euros/day
. 300 seats	... euros/day
. 400 seats	... euros/day
. 500 seats or more	... euros/day
Sound system for conference room	... euros/unit
Installation and supply of audiovisual, computer, telephone and office equipment for the entire duration of an event	
. multimedia PC with 17" screen	... euros/unit/day
. black-and-white printer	... euros/unit/day
. colour printer	... euros/unit/day
. 42" plasma screen connectable to a PC	... euros/unit/day
. system for playing and projecting CD-Roms and DVDs on a big screen	... euros/unit/day
. overhead projector	... euros/unit/day
. high-resolution video projector	... euros/unit/day
. interactive terminal	... euros/unit/day
. video streaming (channel / 4 hours of transmission / 50 simultaneous connections)	... euros/unit/day
. receivers/headsets	... euros/unit/day
. large screen format ± 2.50 m x 2 m	... euros/unit/day

. large screen format $\pm$ 3.50 m x 2.5 m	... euros/unit/day
. telephone	... euros/unit/day
. fax	... euros/unit/day
. black-and-white photocopier	... euros/unit/day
. colour photocopier	... euros/unit/day
. desk	... euros/unit/day
. rostrum with four microphones	... euros/unit/day
. lectern with microphone	... euros/unit/day
. wireless microphone	... euros/unit/day
. flipchart with marker	... euros/unit/day
Installation of a simultaneous interpreting system in a room not equipped with such a system	... euros/booth/day
Supplement for room equipped with teleconference facility	... euros/day
Supplement for room equipped with videoconference facility	... euros/day
Decorations for room (flags, flowers, plants, etc.)	euros/decorative element
Streamer/banner	... euros/m <sup>2</sup> /day
Banner for use inside and/or outside	... euros/m <sup>2</sup>
Complete stand (modular panels with internal cabling, platform floor, lighting, small storage unit with shelves, height $\pm$ 2.50 metres)	... euros/running metre/day
Sound system for stand with wireless microphone	... euros/day
"Umbrella" stand with lighting kit, width $\pm$ 3 metres, height $\pm$ 2.50 metres	... euros/unit/day
Internal podium	... euros/unit/day
Marquee or tent for open-air exhibition	... euros/m <sup>2</sup> /day
Stand assembly	... euros/m <sup>2</sup>

Dismantling a stand	... euros/m <sup>2</sup>
Panel with lighting, height ± 2.50 metres	... euros/running metre/day
Photo printing/laminating with 3 mm PVC (or other material)/plastification	
. smaller than 0.70 x 1.00 m	... euros/unit
. 0.70 m x 1.00 m or larger	... euros/unit
Lacquered aluminium frame for panels	... euros/running metre
Electricity supply	... euros/day
Fire-resistant carpet for exhibition	... euros/m <sup>2</sup>
Radiator for marquee or tent for open-air exhibition	... euros/unit/day
Fire extinguisher	... euros/unit/day
Table	... euros/unit/day
Chair	... euros/unit/day
Coat rack on wheels (for ± 40 garments)	... euros/unit/day
Reception desk	... euros/unit/day
Display rack for brochures	... euros/unit/day
Name display car	... euros/unit/day
Metal cupboard with lock	
. small	... euros/unit/day
. large	... euros/unit/day
Small refrigerator	... euros/unit/day
Production of conference kits, with inscriptions on all items	
. Standard kit (fabric document case, plastic pen and paper conference folder including an A4 writing pad)	

<ul style="list-style-type: none"> <li>. fewer than 50</li> <li>. 50-199</li> <li>. 200 or more</li>   <li>. Deluxe kit (leather document case and conference folder containing A4 writing pad, deluxe metal pen, pocket calculator, holder for business cards and CD), on the basis of at least 10 units</li> </ul>	<ul style="list-style-type: none"> <li>... euros/unit</li> <li>... euros/unit</li> <li>... euros/unit</li>   <li>... euros/unit</li> </ul>
<p>Designing and manufacturing badges for participants</p> <ul style="list-style-type: none"> <li>. fewer than 50</li> <li>. 50-199</li> <li>. 200 or more</li> </ul>	<ul style="list-style-type: none"> <li>... euros/unit</li> <li>... euros/unit</li> <li>... euros/unit</li> </ul>
<p>Notepad</p> <ul style="list-style-type: none"> <li>. A4 format <ul style="list-style-type: none"> <li>. fewer than 50</li> <li>. 50 - 199</li> <li>. 200 -999</li> <li>.1000 and more</li> </ul> </li>   <li>. A5 format <ul style="list-style-type: none"> <li>. fewer than 50</li> <li>. 50 - 199</li> <li>. 200 -999</li> <li>.1000 and more</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>... euros/unit</li> <li>... euros/unit</li> <li>... euros/unit</li> <li>... euros/unit</li>   <li>... euros/unit</li> <li>... euros/unit</li> <li>... euros/unit</li> <li>... euros/unit</li> </ul>

. B5 format	
. fewer than 50	... euros/unit
. 50 - 199	... euros/unit
. 200 -999	... euros/unit
.1000 and more	... euros/unit
Design and installation of a sign	... euros/unit/day
Recording of sessions for subsequent transcription (each language version must be recorded)	... euros/language/day
Verbatim report of the speeches and debates	... euros/page
Writing conference conclusions	... euros/person/day
Printing folders <sup>22</sup> for A4 format documents	
. fewer than 50	... euros/unit
. 50 - 199	... euros/unit
. 200 -999	... euros/unit
.1000 and more	... euros/unit
Printing programmes, notices, leaflets, etc. <sup>23</sup>	
. fewer than 50	... euros/unit
. 50 - 199	... euros/unit
. 200 -999	... euros/unit
.1000 and more	... euros/unit
Black and white laser printing	... euros/page
Colour laser printing	... euros/page

<sup>22</sup> Closed format: A4+ (215 x 302 mm) Printing: full four colours. Paper: interior 350 g/m<sup>2</sup> - matt-coated. Finish: three flaps.

<sup>23</sup> Open format: A4. Closed format: A4 folded in three. Printing: full four colours. Paper: interior 135 g/m<sup>2</sup> – mat lamination.

Black and white duplicating	... euros/page
Colour duplicating	... euros/page
Assembling and putting products in bags, folders (files), envelopes, parcels, etc.	... euros/hour
Gadgets for wide distribution with 4-colour marking <sup>24</sup>	
. pens	
. 500	... euros/unit
. 5 000	... euros/unit
. 10 000 or more	... euros/unit
. lanyards	
. 500	... euros/unit
. 5 000	... euros/unit
. 10 000 or more	... euros/unit
. rectangular memo pad ("Post-it®") <sup>25</sup>	
. 500	... euros/unit
. 5 000	... euros/unit
. 10 000 or more	... euros/unit
. small balloons	
. 500	... euros/unit
. 5 000	... euros/unit
. 10 000 or more	... euros/unit

<sup>24</sup> Examples of possible inscriptions: the European flag, "European Union", "Home Affairs" and the DG Home Affairs website address. The same applies to items of clothing for restricted use/distribution.

<sup>25</sup> Pad with 50 notes, rectangular, size: +/- 10 cm x 7 cm.

<sup>26</sup> For information material and gadgets, size ± 30 cm x 20 cm. The same applies to bags made of plastic and cloth.

<p>. small pocket torch</p> <p>. 500</p> <p>. 5 000</p> <p>. 10 000 or more</p> <p>. small solar-powered calculator</p> <p>. 500</p> <p>. 5 000</p> <p>. 10 000 or more</p> <p>. paper carrier bags<sup>26</sup> with two handles</p> <p>.500</p> <p>. 5 000</p> <p>. 10 000 or more</p> <p>. biodegradable plastic bags</p> <p>. 500</p> <p>. 5 000</p> <p>. 10 000 or more</p> <p>. light cloth bags</p> <p>. 500</p> <p>. 5 000</p> <p>. 10 000 or more</p>	<p>... euros/unit</p>
<p>Items of clothing for restricted use/distribution, with 4-colour marking, on the basis of at least 50 units</p>	<p>... euros/unit</p>

. cap	... euros/unit
. T-shirt	... euros/unit
. polo shirt with collar	... euros/unit
. sweatshirt	... euros/unit
. anorak	... euros/unit
. warm jacket	... euros/unit
. backpack	... euros/unit
. umbrella	
Small flags <sup>27</sup>	
. 500	... euros/unit
. 5 000	... euros/unit
. 10 000 or more	... euros/unit
Objects for restricted use, with colour(s) and inscription(s), on the basis of at least 10 units	
. medals	... euros/unit
. trophies	... euros/unit
. framed A3 certificates	... euros/unit
. framed A4 certificates	... euros/unit
. backpacks	... euros/unit
. umbrellas	... euros/unit
Rental of a vehicle	

<sup>27</sup> Small paper flags, size  $\pm$  15 cm x 10 cm, with the European flag on one side and the national flag on the other.

<sup>28</sup> Semi-trailer truck designed for events and exhibitions, equipped with wheelchair lift to allow access for visitors with restricted mobility. Built-in podium  $\pm$  50 m<sup>2</sup>, sound system, lighting, VIP area for interviews and photos. See example on DG Employment, Social Affairs and Equal Opportunities website at: [http://ec.europa.eu/news/around/070424\\_fra\\_fr.htm](http://ec.europa.eu/news/around/070424_fra_fr.htm).

. car	... euros/unit/day
. minibus	... euros/unit/day
. van	... euros/unit/day
. cargo truck ( $\pm$ 20 tonnes)	... euros/unit/day
. exhibition truck <sup>28</sup>	... euros/unit/day
Personalising a vehicle <sup>29</sup>	
. car	... euros/unit
. van	... euros/unit
. truck	... euros/unit
Putting letters or other small-format documents in envelopes with address labels and depositing them at the post office or with an express courier service (excluding costs of postage)	... euros/unit
Making up parcels with address labels and depositing them at the post office or with an express courier service (excluding costs of postage)	... euros/unit
Sending of envelopes or parcels by express courier (national rate)	... euros/unit
. 20 g	
. 50 g	
. 100 g	
. 300 g	
. 500 g	
. 1 kg or more	... euros/kg
Sending of envelopes or parcels by normal mail (national rate)	... euros/unit
. 20 g	

<sup>29</sup> Personalised adhesive stickers for entire vehicle (sides, front and back) including design, production, placing and removing.

. 50 g . 100 g . 300 g . 500 g . 1 kg or more	... euros/kg
Transport of heavy parcels (national rate)	... euros/kg/100 km
Sending of envelopes or parcels by international express courier (within the EU)  . 20 g . 50 g . 100 g . 300 g . 500 g . 1 kg or more	... euros/unit     ... euros/kg
Sending of envelopes or parcels by normal international mail (international rate - within EU)  . 20 g . 50 g . 100 g . 300 g . 500 g . 1 kg or more	... euros/unit     ... euros/kg
Transport of heavy parcels (international rate - within EU)	... euros/kg/100 km
Local transport of small parcels	... euros/unit
Storing products in a secure location	... euros/m <sup>3</sup> /day
Cleaning up the event location (including removing pallets, packaging, etc.)	... euros/m <sup>2</sup>

Purchase of web domain name	... euros/unit
Creating and maintaining a typical simple registration website as a packaged service (web domain name, creation, hosting, maintenance) for a period of 3 months (home page, registration page, practical information, page to download conference documents + database of registered participants)	... euros/unit
Hosting, support and management of a website	...euros/month
Entrance ticket for a site or attraction <sup>30</sup>	... euros/unit

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<sup>30</sup> Museum, exhibition, bowling, "chatterbus", etc.

**Possible surcharge**

<b>Description</b>	<b>Unit price</b>
For any service involving personnel costs: surcharge for any work done on Saturdays, Sundays or public holidays, subject to agreement by the Commission	+ ... %

*Items which may be added by the tenderer<sup>31</sup>*

<i>Description</i>	<i>Unit price</i>
...	...
...	...
...	...

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<sup>31</sup> Up to a maximum of 20% of the number of items already included.

**ANNEX III: LOT 1 & LOT 2**  
**FORMS**

## ANNEX III.1

### TENDERER IDENTIFICATION FORM

(To be completed by the tenderer)

Call for tenders No [... ]

<b>Identity:</b>	
Name of tenderer	
Legal form	
Date of registration	
Country of registration	
Registration number	
VAT number	
Description of statutory social security cover (in the Member State of origin) <sup>32</sup>	
<b>Address</b>	
Address of registered office of tenderer	
Where appropriate, administrative address of candidate for the purposes of this invitation to tender	
<b>Contact person</b>	
Surname	
First name	
Title (Mr/Mrs)	

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<sup>32</sup> For natural persons.

Function (for example: "Director")	
Telephone number	
Fax number	
E-mail	
Internet address	
<b>Names of legal representatives</b>	
Names of the legal representatives and of other persons authorised to sign the contracts with the third parties	
<b>Declaration by an authorised representative of the organisation<sup>33</sup> :</b>	
The undersigned declares that the information provided in this tender is exact.	
Surname	
First name	
Title (Mr/Mrs)	
Function (for example: "Director")	
Telephone number	
Fax number	
E-mail	
Internet address	
Surname:  First name:	Signature:

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<sup>33</sup> This person must be included in the list of legal representatives, otherwise the signature on the tender will

be invalidated.

## **ANNEX III.2**

### **FINANCIAL IDENTIFICATION FORM**

[http://ec.europa.eu/budget/execution/ftiers\\_en.htm](http://ec.europa.eu/budget/execution/ftiers_en.htm).

## ANNEX III.3

### Declaration of honour on exclusion criteria and absence of conflict of interest

*(Complete or delete the parts in grey italics in parentheses)*

[Choose options for parts in grey between square brackets]

The undersigned (*insert name of the signatory of this form*):

in [his][her] own name (*for a natural person*)

or

representing the following legal person: (*only if the economic operator is a legal person*)

full official name:

official legal form:

full official address:

VAT registration number:

- declares that [the above-mentioned legal person][he][she] is not in one of the following situations:
- a) is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
  - b) has been convicted of an offence concerning professional conduct by a judgment of a competent authority of a Member State which has the force of *res judicata*;
  - c) has been guilty of grave professional misconduct proven by any means which the contracting authorities can justify including by decisions of the European Investment Bank and international organisations;
  - d) is not in compliance with all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established, with those of the country of the contracting authority and those of the country where the contract is to be performed;
  - e) has been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity, where such activity is detrimental to the Union's financial interests;
  - f) is a subject of an administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in a procurement procedure or failing to supply this information, or having been declared to be in serious breach of its obligations under contracts covered by the Union's budget.
- (*Only for legal persons other than Member States and local authorities, otherwise delete*) declares that the natural persons with power of representation, decision-

making or control<sup>34</sup> over the above-mentioned legal entity are not in the situations referred to in b) and e) above;

- declares that [the above-mentioned legal person][he][she]:
  - g) has no conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinity, family, emotional life or any other shared interest;
  - h) will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;
  - i) has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to award of the contract;
  - j) provided accurate, sincere and complete information to the contracting authority within the context of this procurement procedure ;
- acknowledges that [the above-mentioned legal person][he][she] may be subject to administrative and financial penalties<sup>35</sup> if any of the declarations or information provided prove to be false.

In case of award of contract, the following evidence shall be provided upon request and within the time limit set by the contracting authority:

For situations described in (a), (b) and (e), production of a recent extract from the judicial record is required or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. Where the tenderer is a legal person and the national legislation of the country in which the tenderer is established does not allow the provision of such documents for legal persons, the documents should be provided for natural persons, such as the company directors or any person with powers of representation, decision making or control in relation to the tenderer.

For the situation described in point (d) above, recent certificates or letters 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 tenderer is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.

For any of the situations (a), (b), (d) or (e), where any document described in two paragraphs above is not issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

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<sup>34</sup> This covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares.

<sup>35</sup> As provided for in Article 109 of the Financial Regulation (EU, Euratom) 966/2012 and Article 145 of the Rules of Application of the Financial Regulation

If the tenderer is a legal person, information on the natural persons with power of representation, decision making or control over the legal person shall be provided only upon request by the contracting authority.

Full name

Date  
Signature

## ANNEX III.4: CONTRACTOR'S TRAVEL AND SUBSISTENCE EXPENSES

### Daily allowances for the Member States of the European Union

DESTINATION		(1) Indemnité journalière en EUR  Daily allowance  in EUR	Plafond des frais d'hébergement (hôtel) en EUR  Maximum hotel price in EUR
FR	EN		
Allemagne	Germany	93	115
Autriche	Austria	95	130
Belgique	Belgium	92	140
Bulgarie	Bulgaria	58	169
Chypre	Cyprus	93	145
Danemark	Denmark	120	150
Espagne	Spain	87	125
Estonie	Estonia	71	110
Finlande	Finland	104	140
France	France	95	150
Grèce	Greece	82	140
Hongrie	Hungary	72	150
Irlande	Ireland	104	150
Italie	Italy	95	135
Lettonie	Latvia	66	145
Lituanie	Lithuania	68	115
Luxembourg	Luxembourg	92	145
Malte	Malta	90	115
Pays-Bas	Netherlands	93	170
Pologne	Poland	72	145
Portugal	Portugal	84	120
République tchèque	Czech Republic	75	155

Roumanie	Romania	52	170
Royaume-Uni	United Kingdom	101	175
Slovaquie	Slovakia	80	125
Slovénie	Slovenia	70	110
Suède	Sweden	97	160

## Indemnités journalières pour les Etats hors de l'Union européenne (en EUR)

### Daily subsistence allowances for countries outside the European Union (in EUR)

DESTINATION		Indemnité Journalière en EUR	Plafond des frais d'hébergement (hôtel) en EUR
FR	EN		
		Daily allowance in EUR	Maximum hotel price in EUR
Afghanistan	Afghanistan	50	75
Afrique du Sud	South Africa	50	145
Albanie	Albania	50	160
Algérie	Algeria	85	85
Andorre*	Andorra*	68,89	126,57
Angola	Angola	105	175
Anguilla	Anguilla	75	140
Antigua et Barbuda	Antigua and Barbuda	85	140
Antilles néerlandaises	Netherlands Antilles	90	185
Arabie Saoudite	Saudi Arabia	85	195
Argentine	Argentina	75	210
Arménie	Armenia	70	210
Aruba	Aruba	80	185
Australie	Australia	75	135
Azerbaïdjan	Azerbaijan	70	200
Bahamas	Bahamas	75	115
Bahreïn	Bahrain	80	195
Bangladesh	Bangladesh	50	140
Barbade	Barbados	75	140
Belarus	Belarus	90	135
Belize	Belize	50	135
Bénin	Benin	50	100
Bermudes	Bermuda	70	140
Bhoutan	Bhutan	50	130
Bolivie	Bolivia	50	100
Bonaire	Bonaire	90	185
Bosnie Herzégovine	Bosnia and Herzegovina	65	135
Botswana	Botswana	50	135
Brésil	Brazil	65	180
Brunei	Brunei	60	165
Burkina Faso	Burkina Faso	55	90

Burundi	Burundi	50	115
Caimans, îles	Cayman Islands	60	135
Cambodge	Cambodia	50	115
Cameroun	Cameroon	55	105
Canada	Canada	65	165
Cap-Vert	Cape Verde	50	75
Centrafricaine, Rép	Central African Republic	60	80
Chili	Chile	70	175
Chine	China	55	155
Chypre	Cyprus	50	110
Cisjordanie et Bande de Gaza	West Bank and Gaza Strip	60	110
Colombie	Colombia	50	120
Comores	Comoros	50	85
Congo (Rép. Dém. du)	Congo, Dem. Rep.	105	140
Congo (Rép. du)	Congo	70	115
Cook, îles	Cook Islands	50	135
Corée (Nord), R.P.D.	D.P.R of Korea	50	180
Corée (Sud), Rép. de	Republic of Korea	100	200
Costa Rica	Costa Rica	50	140
Côte d'Ivoire	Côte d'Ivoire	60	130
Croatie	Croatia	60	120
Cuba	Cuba	75	150
Djibouti	Djibouti	65	170
Dominicaine, Rép.	Dominican Republic	60	170
Dominique	Dominica	75	140
Egypte	Egypt	65	140
El Salvador	El Salvador	55	125
Emirats arabes Unis	United Arab Emirates	70	195
Equateur	Ecuador	50	140
Erythrée	Eritrea	50	80
Estonie	Estonia	70	120
Etats-Unis d'Amérique (Autres)	USA (others)	80	200
Etats-Unis d'Amérique (New York)	USA (New York)	100	275
Ethiopie	Ethiopia	50	145
Fidji	Fiji	50	120
Gabon	Gabon	75	115
Gambie	Gambia	50	120
Géorgie	Georgia	80	215
Ghana	Ghana	70	140
Grenade	Grenada	75	140
Guadeloupe	Guadeloupe	65	115
Guam	Guam	60	135
Guatemala	Guatemala	50	125
Guinée équatoriale	Equatorial Guinea	60	85

Guinée, Rép. de	Guinea	50	135
Guinée-Bissau	Guinea-Bissau	50	90
Guyane	Guyana	50	160
Guyane Française	French Guiana	55	140
Haïti	Haiti	65	125
Honduras	Honduras	50	125
Hong Kong	Hong Kong	60	205
Inde	India	50	195
Indonésie	Indonesia	50	145
Indonésie - Timor oriental	Indonesia - East Timor	50	110
Iran, Rép islam	Iran	55	145
Iraq	Iraq	60	85
Islande	Iceland	85	160
Israël	Israel	105	210
Jamaïque	Jamaica	60	170
Japon	Japan	130	275
Jordanie	Jordan	60	135
Kazakhstan	Kazakhstan	70	175
Kenya	Kenya	60	165
Kirghizistan	Kyrgyzstan	75	180
Kiribati	Kiribati	60	145
Koweït	Kuwait	85	195
Laos	Lao, People's Dem. Rep.	50	145
Lesotho	Lesotho	50	100
Liban	Lebanon	70	190
Liberia	Liberia	85	150
Libye, Jamahiriya ar.	Libyan Arab Jamahiriya	50	175
Liechtenstein	Liechtenstein	80	95
Macao	Macao	55	95
Macédoine (ARY)	TFYR of Macedonia	50	160
Madagascar	Madagascar	50	105
Malaisie	Malaysia	50	200
Malawi	Malawi	50	165
Maldives	Maldives	50	135
Mali	Mali	60	95
Mariannes du Nord, îles	Northern Mariana Islands	70	135
Maroc	Morocco	75	130
Marshall, îles	Marshall Islands	50	135
Martinique	Martinique	70	110
Maurice, Rép.	Mauritius	60	140
Mauritanie	Mauritania	50	75
Mayotte	Mayotte	50	110
Mexique	Mexico	70	185
Micronésie	Micronesia	55	135
Moldova	Republic of Moldova	80	170
Monaco*	Monaco*	72,58	97,27

Mongolie	Mongolia	70	90
Montserrat	Montserrat	55	140
Mozambique	Mozambique	60	140
Myanmar	Myanmar	50	75
Namibie	Namibia	50	85
Nauru	Nauru	50	135
Népal	Nepal	50	135
Nicaragua	Nicaragua	50	135
Niger	Niger	50	75
Nigeria	Nigeria	50	185
Niue	Niue	50	135
Norvège	Norway	80	140
Nouvelle-Calédonie	New Caledonia	55	135
Nouvelle-Zélande	New Zealand	60	125
Oman	Oman	70	135
Ouganda	Uganda	55	180
Ouzbékistan	Uzbekistan	75	155
Pakistan	Pakistan	50	130
Palau	Palau, Republic of	50	135
Panama	Panama	50	160
Papouasie Nouvelle Guinée	Papua New Guinea	55	135
Paraguay	Paraguay	50	140
Pérou	Peru	75	135
Philippines	Philippines	60	150
Polynésie française	French Polynesia	60	135
Puerto Rico	Puerto Rico	65	140
Qatar	Qatar	65	135
Réunion	Reunion	60	90
Russie	Russian Federation	90	275
Rwanda	Rwanda	65	160
Saint Kitts et Nevis	Saint Kitts and Nevis	85	185
Sainte-Lucie	Saint Lucia	75	140
Saint Marin*	San Marino*	60,34	114,33
Saint-Vincent et les Grenadines	St. Vincent and the Grena.	75	190
Salomon, îles	Solomon Islands	50	120
Samoa	Samoa	50	135
Samoa Américaines	American Samoa	70	135
São Tome et Principe	Sao Tome & Principe	60	95
Sénégal	Senegal	65	135
Seychelles	Seychelles	85	140
Sierra Leone	Sierra Leone	55	135
Singapour	Singapore	75	150
Somalie	Somalia	50	125
Soudan	Sudan	55	215
Sri Lanka	Sri Lanka	50	105

St Marteen	St Marteen	90	185
Suisse	Switzerland	80	140
Suriname	Suriname	55	125
Swaziland	Swaziland	50	90
Syrie	Syrian Arab Republic	80	145
Tadjikistan	Tajikistan	75	110
Taiwan, Prov de Chine	Taiwan	55	200
Tanzanie	Tanzania, United Rep. of	50	200
Tchad	Chad	65	145
Thaïlande	Thailand	60	145
Timor oriental	East Timor	50	110
Togo	Togo	60	95
Tokelau, îles	Tokelau Islands	50	135
Tonga	Tonga	50	105
Trinité et Tobago	Trinidad and Tobago	60	115
Tunisie	Tunisia	60	85
Turkménistan	Turkmenistan	80	150
Turks et Caicos, îles	Turks and Caicos Island	55	135
Turquie	Turkey	55	165
Tuvalu	Tuvalu	50	135
Ukraine	Ukraine	80	190
Uruguay	Uruguay	55	160
Vanuatu	Vanuatu	60	110
Vatican*	Vatican*	60,34	114,33
Venezuela	Venezuela	85	125
Vierges, îles (Etats-Unis)	Virgin Islands (USA)	55	140
Vierges, îles (Grande-Bretagne)	Virgin Islands (UK)	75	140
Viêt-Nam	Viet Nam	50	205
Wallis et Futuna îles	Wallis & Futuna Islands	50	135
Yémen	Republic of Yemen	60	165
Yougoslavie, Rép. Féd. (Serbie et Monténégro)	Yugoslavia	80	140
Zambie	Zambia	50	135
Zimbabwe	Zimbabwe	50	115
Autres pays	Other countries	60	145

\* rallié géographiquement aux pays correspondants/geographically linked to the following countries:

Andorre/Andorra: Espagne/Spain

Monaco: France

Saint Marin/San Marino: Italie/Italy

Vatican: Italie/Italy

## **Calculation**

Daily subsistence allowances are to be calculated as follows.

Length of mission:

- 6 hours or less: reimbursement of actual expenses (on production of supporting documents);
- more than 6 hours but not more than 12 hours: half the daily allowance;
- more than 12 hours, but not more than 24 hours: the daily allowance;
- more than 24 hours but not more than 36 hours: one and a half times the daily allowance;
- more than 36 hours but not more than 48 hours: twice the daily allowance;
- more than 48 hours but not more than 60 hours: two and a half times the daily allowance, and so on.

## **ANNEX III: 5**

### **Model Framework and Specific contract for Lot 1 and Lot 2**

# FRAMEWORK SERVICE CONTRACT

FRAMEWORK CONTRACT NUMBER – [complete]

The European Union (hereinafter referred to as "the Union"), represented by the European Commission (hereinafter referred to as "the contracting authority") represented for the purposes of the signature of this framework contract by [forename, surname, function, department],

on the one part, and

[full official name]

[official legal form] ] Delete if contractor is a natural person or a body governed by public law

[statutory registration number] Delete if contractor is a body governed by public law.  
For natural

[full official address ]

[VAT registration number]

(hereinafter referred to as 'the contractor'), represented for the purposes of the signature of this framework contract by [forename, surname and function,

In case of joint offers

[The parties identified above and hereinafter collectively referred to as the 'the contractor' shall be jointly and severally liable vis-à-vis the contracting authority for the performance of this framework contract.]

on the other part,

## HAVE AGREED

to the **special conditions**, the **general conditions for service framework contracts**, the model specific contract and the following annexes:

**Annex I** – Tender specifications (reference No [complete] of [insert date])

**Annex II** – Contractor's tender (reference No [complete] of [insert date])

**Annex II** - Daily allowances

**Annex IV A et B** - Pre-existing rights and transmission of rights

which form an integral part of this framework contract (hereinafter referred to as “the FWC”).

- The terms set out in the special conditions shall take precedence over those in the other parts of the FWC.
- The terms set out in the general conditions shall take precedence over those in the model order form and model specific contract
- The terms set out in the model order form and model specific contract shall take precedence over those in the other annexes.
- The terms set out in the tender specifications (Annex I) shall take precedence over those in the tender (Annex II).
- The terms set out in the framework contract shall take precedence over those in the order forms and specific contracts.
- The terms set out in the specific contracts shall take precedence over those in the requests for services.
- The terms set out in the requests for services shall take precedence over those in the specific tenders.

## **I – SPECIAL CONDITIONS**

### **Article I.1 – Subject matter**

- I.1.1** The subject matter of the FWC is xxx
- I.1.2** Signature of the FWC imposes no obligation on the contracting authority to purchase. Only performance of the FWC through order forms or specific contracts is binding on the contracting authority.

### **Article I.2 – Entry into force and duration**

- I.2.1** The FWC shall enter into force on the date on which it is signed by the last party.
- I.2.2** Under no circumstances may performance commence before the date on which the FWC enters into force. Execution of the tasks may under no circumstances begin before the date on which the order form or specific contract enters into force.
- I.2.3** The FWC is concluded for a period of twelve months with effect from the date on which it enters into force. Unless otherwise specified, all periods specified in the FWC are calculated in calendar days.
- I.2.4** The order forms or specific contracts shall be signed by both parties before the FWC expires.

The FWC shall continue to apply to such order forms and specific contracts after its expiry. They shall be executed no later than six months after its expiry.

### **I.2.5 FWC renewal**

The FWC shall be renewed automatically up to three times under the same conditions, unless written notification to the contrary is sent by one of the parties and received by the other three months before expiry of the period indicated in Article I.2.3. Renewal does not imply any modification or deferment of existing obligations.

### **Article I.3 –Prices**

- I.3.1** The maximum amount of the FWC shall be EUR 12.000.000,00. However, this must in no way be construed as a commitment on the contracting authority to purchase for the maximum amount.

The maximum prices of the services shall be as listed in Annex II.

#### *I.3.2 Price revision*

Prices shall be fixed and not subject to revision during the first year of duration of the FWC.

At the beginning of the second and every following year of the FWC, 80% of each price may be revised upwards or downwards, if such revision is requested by one of the parties in writing no later than three months before the anniversary of the date on which it was signed. The other party shall acknowledge receipt within 15 days of reception of the request. The new prices shall be communicated as soon as the final index is available.

The contracting authority shall purchase on the basis of the prices in force on the date on which order forms or specific contracts are signed by both parties. Such prices shall not be subject to revision.

This revision shall be determined by the trend in the harmonised indices of consumer prices (HICP) MUICP published for the first time by the Eurostat monthly 'Data in Focus' publication at <http://www.ec.europa.eu/eurostat/>.

Revision shall be calculated in accordance with the following formula:

$$\text{Pr} = \text{Po} \times \left( \frac{\text{Ir}}{\text{Io}} \right)^{0.2+0.8 \times \dots}$$

where:

Pr = revised price;

Po = price in the original tender;

Io = index for the month corresponding to the final date for submission of tenders;

Ir = index for the month [corresponding to the date of receipt of the request to revise prices.

### *1.3.3. Reimbursement of expenses*

In addition to the maximum total price specified in each order form or specific contract, travel, subsistence, accommodation and shipment expenses shall be reimbursed in accordance with Article II.16, as shall other expenses provided for by the tender specifications throughout performance of the FWC

The daily subsistence allowance referred to in Article II.16.4 (d) and the accommodation flat-rate ceiling referred to in Article II.16.4(e) shall be as listed in Annex III.

## **Article I.4 – Payment arrangements and performance of the framework contract**

### *1.4.1 Single framework contract*

Within twenty working days of an order form or a request for services being sent by the contracting authority to the contractor, the contracting authority shall receive the completed order form or a specific tender back, duly signed and dated.

The period allowed for the execution of the tasks shall start to run on the date [the contractor signs the order form, unless a different date is indicated on the form] [indicated in the specific contract.

## **I.4.2 Pre-financing**

For contract of value exceeding EUR **150.000**, Following signature of the order form or specific contract by the last party and its receipt by the contracting authority, a pre-financing payment of 30% of the total price of the order form or specific contract shall be made within 30 days of the receipt of an invoice The contracting authority may refuse to

make payments where the award procedure or performance of the order form or specific contract prove to have been subject to substantial errors, irregularities or fraud attributable to the contractor.

#### **I.4.3 Interim payment**

Not applicable

#### **I.4.4 Payment of the balance**

The contractor shall submit an invoice for payment of the balance.

The invoice shall be accompanied by the final progress report or any other document in accordance with the relevant specific contract and statements of reimbursable expenses in accordance with Article II.16. The contracting authority shall make the payment within 60 days from receipt of the invoice. The contractor shall have ten days in which to submit additional information or corrections, a new final progress report or other documents if it is required by the contracting authority.

#### **Article I.5 – Bank account**

Payments shall be made to the contractor's bank account denominated in euro, identified as follows:

Name of bank:

Full address of branch:

Exact designation of account holder:

Full account number including [bank] codes:

[IBAN<sup>36</sup> code:]

#### **Article I.6 – Communication details and data controller**

For the purpose of Article II.6, the data controller shall be [*insert name of entity*].

Communications shall be sent to the following addresses:

Contracting authority:

European Commission

Directorate-General [*complete*]

[Directorate [*complete*]]

[Unit [*complete*]]

[*Postcode and city*]

Email: [*insert functional mailbox*]

Contractor:

[*Full name*]

[*Function*]

[*Company name*]

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<sup>36</sup> BIC or SWIFT code for countries with no IBAN code.

[Full official address]

Email: [complete]

### **Article I.7 – Applicable law and settlement of disputes**

**I.7.1** The FWC shall be governed by Union law, complemented, where necessary, by the law of Belgium.

**I.7.2** Any dispute between the parties in relation to the interpretation, application or validity of the FWC which cannot be settled amicably shall be brought before the courts of Brussels.

### **Article I.8 - Exploitation of the results of the FWC**

#### *I.8.1 Modes of exploitation*

In accordance with Article II.10.2 whereby the Union acquires ownership of the results as defined in the tender specifications (Annex I), these results may be used for any of the following purposes:

[(a) use for its own purposes:

- (i) making available to the staff of the contracting authority
- (ii) making available to the persons and entities working for the contracting authority or cooperating with it, including contractors, subcontractors whether legal or natural persons, Union institutions, agencies and bodies, Member States' institutions
- (iii) installing, uploading, processing
- (iv) arranging, compiling, combining, retrieving
- (v) copying, reproducing in whole or in part and in unlimited number of copies

(b) distribution to the public:

- (i) publishing in hard copies
- (ii) publishing in electronic or digital format
- (iii) publishing on the internet as a downloadable/non-downloadable file
- (iv) broadcasting by any kind of technique of transmission
- (v) public presentation or display
- (vi) communication through press information services
- (vii) inclusion in widely accessible databases or indexes
- (viii) otherwise in any form and by any method

(c) modifications by the contracting authority or by a third party in the name of the contracting authority:

- (i) shortening
- (ii) summarizing
- (iii) modifying of the content
- (iv) making technical changes to the content:

- necessary correction of technical errors
- adding new parts or functionalities
- changing functionalities
- providing third parties with additional information concerning the result (e.g. source code) with a view of making modifications
- (v) addition of new elements, paragraphs titles, leads, bolds, legend, table of content, summary, graphics, subtitles, sound, etc.
- (vi) preparation in audio form, preparation as a presentation, animation, pictograms story, slide-show, public presentation etc.
- (vii) extracting a part or dividing into parts
- (viii) use of a concept or preparation of a derivate work
- (ix) digitisation or converting the format for storage or usage purposes
- (x) modifying dimensions
- (xi) translating, inserting subtitles, dubbing in different language versions:
  - English, French, German
  - all official languages of EU
  - languages used within EU
  - languages of candidate countries
  - *[list other languages]*
- (d) the modes of exploitation listed in article II.10.4
- [(e) rights to authorise, license, or sub-license in case of licensed pre-existing rights, the modes of exploitation set out in any of the points (a) to (d) to third parties.]

Where the contracting authority becomes aware that the scope of modifications exceeds that envisaged in the FWC, specific contract or order form, the contracting authority shall consult the contractor. Where necessary, the contractor shall in turn seek the agreement of any creator or other right holder. The contractor shall reply to the contracting authority within one month and shall provide its agreement, including any suggestions of modifications, free of charge. The creator may refuse the intended modification only when it may harm his honour, reputation or distort integrity of the work.

### **I.8.2 Pre-existing rights and transmission of rights**

All pre-existing rights shall be licensed to the Union in accordance with Article II.10.3. fully and irrevocably acquired by the Union as provided for in Article II.10.2 and by derogation to Article II.10.3.

All pre-existing rights incorporated in the results and directly related to the uses foreseen in Article I.8.1 shall be fully and irrevocably acquired by the Union as provided for in Article II.10.2 and by derogation to Article II.10.3.

The contractor shall provide to the contracting authority a list of pre-existing rights and third parties' rights including its personnel, creators or other right holders as provided for in Article II.10.5.

The contractor shall present relevant and exhaustive evidence about the acquisition of all the necessary pre-existing rights and third parties' rights together with delivery of the final product. This obligation should be fulfilled by presentation of the contractor's statement prepared in accordance with Annex A and third parties' statements prepared in accordance with Annex B and the relevant evidence listed in Article II.10.5 as appropriate.

**Article I.9 – Termination by either party**

Either party may, unilaterally and without being required to pay compensation, terminate either the FWC or the FWC and order forms or specific contracts by formally notifying the other party and by giving one month's notice. Should the contracting authority terminate the FWC, order forms or specific contracts, the contractor shall only be entitled to payment corresponding to the part-performance of the services ordered before the termination date. The first paragraph of Article II.14.3 shall apply.

**Article I.10 – Inter-institutional framework contract**

Not applicable

**SIGNATURES**

For the contractor,

[Company name/forename/surname/function]

signature[s]: \_\_\_\_\_

Done at [Brussels], [date]

In duplicate in English.

For the contracting authority,

[forename/surname/function]

signature[s]: \_\_\_\_\_

Done at [Brussels], [date]

## **II – GENERAL CONDITIONS FOR SERVICE FRAMEWORK CONTRACTS**

### **Article II. 1 – Performance of the FWC**

- II.1.1** The contractor shall perform the FWC to the highest professional standards.
- II.1.2** The contractor shall be solely responsible for taking the necessary steps to obtain any permit or licence required for performance of the FWC under the laws and regulations in force at the place where the tasks assigned to it are to be executed.
- II.1.3** Without prejudice to Article II.4 any reference made to the contractor's personnel in the FWC shall relate exclusively to individuals involved in the performance of the FWC.
- II.1.4** The contractor must ensure that the personnel performing the FWC possesses the professional qualifications and experience required for the execution of the tasks assigned to it.
- II.1.5** The contractor shall neither represent the contracting authority nor behave in any way that would give such an impression. The contractor shall inform third parties that it does not belong to the European public service.
- II.1.6** The contractor shall be solely responsible for the personnel who executes the tasks assigned to him.

The contractor shall stipulate the following employment or service relationships with its personnel:

- (a) personnel executing the tasks assigned to the contractor may not be given orders directly by the contracting authority;
  - (b) the contracting authority may not under any circumstances be considered to be the employer of the personnel referred to in point (a) and the personnel shall undertake not to invoke against the contracting authority any right arising from the contractual relationship between the contracting authority and the contractor.
- II.1.7** In the event of disruption resulting from the action of one of the contractor's personnel working on the contracting authority's premises or in the event that the expertise of one of the contractor's personnel fails to correspond to the profile required by the FWC, the contractor shall replace him without delay. The contracting authority shall have the right to make a reasoned request for the replacement of any such personnel. The replacement personnel must have the necessary qualifications and be capable of performing the FWC under the same contractual conditions. The contractor shall be responsible for any delay in the execution of the tasks assigned to it resulting from the replacement of personnel.
  - II.1.8** Should the execution of the tasks be directly or indirectly hampered, either partially or totally, by any unforeseen event, action or omission, the contractor shall immediately and on its own initiative record it and report it to the contracting authority. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the contractor to ensure full compliance with its obligations under this FWC. In such

an event the contractor shall give priority to solving the problem rather than determining liability.

- II.1.9** Should the contractor fail to perform its obligations under the FWC or order form or specific contract, the contracting authority may - without prejudice to its right to terminate the FWC or order form or specific contract - reduce or recover payments in proportion to the scale of the unperformed obligations. In addition, the contracting authority may claim compensation or impose liquidated damages in accordance with Article II.12.

#### **Article II.2 – Means of communication**

- II.2.1** Any communication relating to the FWC or to its performance shall be made in writing and shall bear the FWC number, and if applicable the order form or specific contract number. Any communication is deemed to have been made when it is received by the receiving party unless otherwise provided for in this FWC.
- II.2.2** Electronic communication shall be deemed to have been received by the parties on the day of dispatch of that communication provided it is sent to the addressees listed in Article I.6. Without prejudice to the preceding, if the sending party receives a message of non-delivery to or of absence of the addressee, it shall make every effort to ensure the actual receipt of such communication by the other party.

Electronic communication shall be confirmed by an original signed paper version of that communication if requested by any of the parties provided that this request is submitted without unjustified delay. The sender shall send the original signed paper version without unjustified delay.

- II.2.3** Mail sent using the postal services is deemed to have been received by the contracting authority on the date on which it is registered by the department responsible referred to in Article I.6.

Any formal notification shall be made by registered mail with return receipt or equivalent, or by equivalent electronic means.

#### **Article II. 3 – Liability**

- II.3.1** The contractor shall be solely responsible for complying with any legal obligations incumbent on it.
- II.3.2** The contracting authority shall not be held liable for any damage caused or sustained by the contractor, including any damage caused by the contractor to third parties during or as a consequence of performance of the FWC, except in the event of wilful misconduct or gross negligence on the part of the contracting authority.
- II.3.3** The contractor shall be held liable for any loss or damage sustained by the contracting authority in performance of the FWC, including in the event of subcontracting, and for any claim by a third party, but only to an amount not exceeding three times the total amount of the relevant order form or specific contract. Nevertheless, if the damage or loss is caused by the gross negligence or wilful misconduct of the contractor or of its personnel or subcontractors, the contractor shall have unlimited liability for the amount of the damage or loss.

**II.3.4** The contractor shall indemnify and hold the Union harmless for all damages and costs incurred due to any claim. The contractor shall provide compensation in the event of any action, claim or proceeding brought against the contracting authority by a third party as a result of damage caused by the contractor during the performance of the FWC. In the event of any action brought by a third party against the contracting authority in connection with the performance of the FWC including any alleged breach of intellectual property rights, the contractor shall assist the contracting authority. Such expenditure incurred by the contractor may be borne by the contracting authority.

**II.3.5** The contractor shall take out an insurance policy against risks and damage relating to the performance of the FWC if required by the relevant applicable legislation. It shall take out supplementary insurance as reasonably required by standard practice in the industry. A copy of all the relevant insurance contracts shall be sent to the contracting authority should it so request.

#### **Article II. 4 - Conflict of interests**

**II.4.1** The contractor shall take all the necessary measures to prevent any situation of conflict of interest. Such situation arises where the impartial and objective performance of the FWC is compromised for reasons involving economic interest, political or national affinity, family or emotional ties, or any other shared interest.

**II.4.2** Any situation constituting or likely to lead to a conflict of interest during the performance of the FWC shall be notified to the contracting authority in writing without delay. The contractor shall immediately take all the necessary steps to rectify the situation. The contracting authority reserves the right to verify that the steps taken are appropriate and may require that additional steps be taken within a specified deadline.

**II.4.3** The contractor declares that it has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain and has not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, when such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, in so far as it serves as an incentive or reward relating to the performance of the FWC.

**II.4.4** The contractor shall pass on all the relevant obligations in writing to its personnel and to any natural person with the power to represent it or take decisions on its behalf and ensure that it is not placed in a situation which could give rise to conflicts of interest. The contractor shall also pass on all the relevant obligations in writing to third parties involved in the performance of the FWC including subcontractors.

#### **Article II.5 – Confidentiality**

**II.5.1.** The contracting authority and the contractor shall treat with confidentiality any information and documents, in any form, disclosed in writing or orally in relation to the performance of the FWC and identified in writing as confidential.

The contractor shall:

- (a) not use confidential information and documents for any purpose other than fulfilling its obligations under the FWC, order form or specific contract without prior written agreement of the contracting authority;
- (b) ensure the protection of such confidential information and documents with the same level of protection it uses to protect its own confidential information, but in no case any less than reasonable care;
- (c) not disclose directly or indirectly confidential information and documents to third parties without prior written agreement of the contracting authority.

**II.5.2** The confidentiality obligation set out in Article II.5.1 shall be binding on the contracting authority and the contractor during the performance of the FWC and for five years starting from the date of the payment of the balance unless:

- (a) the concerned party agrees to release the other party from the confidentiality obligation earlier;
- (b) the confidential information becomes public through other means than in breach of the confidentiality obligation through disclosure by the party bound by that obligation;
- (c) the disclosure of the confidential information is required by law.

**II.5.3** The contractor shall obtain from any natural person with the power to represent it or take decisions on its behalf, as well as from third parties involved in the performance of the FWC, order form or specific contract an undertaking that they will comply with the confidentiality obligation set out in Article II.5.1.

#### **Article II.6– Processing of personal data**

**II.6.1** Any personal data included in the FWC shall be processed pursuant to Regulation (EC) 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Such data shall be processed by the data controller solely for the purposes of the performance, management and monitoring of the FWC without prejudice to its possible transmission to the bodies charged with monitoring or inspection tasks in application of Union law.

**II.6.2** The contractor shall have the right to access its personal data and the right to rectify any such data. The contractor should address any queries concerning the processing of its personal data to the data controller.

**II.6.3** The contractor shall have right of recourse at any time to the European Data Protection Supervisor.

**II.6.4** Where the FWC requires the processing of personal data by the contractor, the contractor may act only under the supervision of the data controller, in particular with regard to the purposes of the processing, the categories of data which may be processed, the recipients of the data and the means by which the data subject may exercise his rights.

**II.6.5** The contractor shall grant its personnel access to the data to the extent strictly necessary for the performance, management and monitoring of the FWC.

**II.6.6** The contractor undertakes to adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature of the personal data concerned in order to:

- (a) prevent any unauthorised person from gaining access to computer systems processing personal data, and especially:
  - (i) unauthorised reading, copying, alteration or removal of storage media;
  - (ii) unauthorised data input, as well as any unauthorised disclosure, alteration or erasure of stored personal data;
  - (iii) unauthorised use of data-processing systems by means of data transmission facilities;
- (b) ensure that authorised users of a data-processing system can access only the personal data to which their access right refers;
- (c) record which personal data have been communicated, when and to whom;
- (d) ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the contracting authority;
- (e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;
- (f) design its organisational structure in such a way that it meets data protection requirements.

#### **Article II. 7 – Subcontracting**

**II.7.1** The contractor shall not subcontract without prior written authorisation from the contracting authority nor cause the FWC to be de facto performed by third parties.

**II.7.2** Even where the contracting authority authorises the contractor to subcontract to third parties, it shall nevertheless remain bound by its contractual obligations and shall be solely responsible for the proper performance of this FWC.

**II.7.3** The contractor shall make sure that the subcontract does not affect rights and guarantees granted to the contracting authority by virtue of this FWC, notably by Article II.18.

#### **Article II. 8 – Amendments**

**II.8.1** Any amendment to the FWC or order form or specific contract shall be made in writing before fulfilment of all contractual obligations. An order form or a specific contract may not be deemed to constitute an amendment to the FWC.

**II.8.2** The amendment may not have the purpose or the effect of making changes to the FWC or to order forms or specific contracts which might call into question the decision awarding the FWC, order form or specific contract or result in unequal treatment of tenderers or contractors.

#### **Article II. 9 – Assignment**

**II.9.1** The contractor shall not assign the rights, including claims for payments, and obligations arising from the FWC, in whole or in part, without prior written authorisation from the contracting authority.

**II.9.2** In the absence of such authorisation, or in the event of failure to observe the terms thereof, the assignment of rights or obligations by the contractor shall not be enforceable against the contracting authority and shall have no effect on it.

**Article II. 10 – Ownership of the results - Intellectual and industrial property rights**

*II.10.1 Definitions*

In this FWC the following definitions apply:

- (1) 'results' means any intended outcome of the performance of the FWC which is delivered and finally accepted by the contracting authority;
- (2) 'creator' means any natural person who contributed to the production of the result and includes personnel of the contracting authority or a third party;
- (3) 'pre-existing rights' means any industrial and intellectual property rights, including background technology, which exist prior to the contracting authority or the contractor ordering them for the purpose of the FWC performance and include rights of ownership and use by the contractor, the creator, the contracting authority and any third parties.

*II.10.2 Ownership of the results*

The ownership of the results shall be fully and irrevocably acquired by the Union under the FWC including any rights in any of the results listed in the FWC and order forms or specific contracts. Those rights in the results may include copyright and other intellectual or industrial property rights, as well as all technological solutions and information contained within these technological solutions, produced in performance of the FWC. The contracting authority may exploit them as stipulated in this FWC or order forms or specific contracts. All the rights shall be acquired by the Union from the moment the results are delivered by the contractor and accepted by the contracting authority. Such delivery and acceptance are deemed to constitute an effective assignment of rights from the contractor to the Union.

The payment of the price as set out in the order forms or specific contracts is deemed to include any fees payable to the contractor in relation to the acquisition of rights by the Union including all forms of use of the results.

The acquisition of rights by the Union under this FWC covers all territories worldwide.

Any intermediary sub-result, raw data, intermediary analysis made available by the contractor cannot be used by the contracting authority without the written consent of the contractor, unless the FWC or order form or specific contract explicitly provides for it to be treated as a self-contained result.

*II.10.3 Licensing of pre-existing rights*

The Union shall not acquire ownership of the pre-existing rights.

The contractor shall license the pre-existing rights on a royalty-free, non-exclusive and irrevocable basis to the Union which may use the pre-existing right as foreseen in Article I.8.1 or in order forms or specific contracts. All the pre-existing rights shall be licensed to the Union from the moment the results were delivered and accepted by the contracting authority.

The licensing of pre-existing rights to the Union under this FWC covers all territories worldwide and is valid for the whole duration of intellectual property rights protection.

#### *II.10.4 Modes of exploitation*

The Union shall acquire ownership of each of the results produced as an outcome of the FWC which may be used for any of the following purposes:

- (a) giving access upon individual requests without the right to reproduce or exploit, as provided for by Regulation 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents;
- (b) storage of the original and copies made in accordance with this FWC or order form or specific contract;
- (c) archiving in line with the document management rules applicable to the contracting authority.

#### *II.10.5 Identification and evidence of granting of pre-existing rights and rights of third parties*

When delivering the results, the contractor shall warrant that they are free of rights or claims from creators and third parties including in relation to pre-existing rights, for any use envisaged by the contracting authority. This does not concern the moral rights of natural persons.

The contractor shall establish to that effect a list of all pre-existing rights and rights of creators and third parties on the results of this FWC or parts thereof. This list shall be provided no later than the date of delivery of the final results.

In the result the contractor shall clearly point out all quotations of existing textual works. The complete reference should include as appropriate: name of the author, title of the work, date and place of publication, date of creation, address of publication on internet, number, volume and other information which allows the origin to be easily identified.

Upon request by the contracting authority, the contractor shall provide evidence of ownership of or rights to use all the listed pre-existing rights and rights of third parties except for the rights owned by the Union.

This evidence may refer, inter alia, to rights to: parts of other documents, images, graphs, tables, data, software, technical inventions, know-how etc. (delivered in paper, electronic or other form), IT development tools, routines, subroutines and/or other programs ("background technology"), concepts, designs, installations or pieces of art, data, source or background materials or any other parts of external origin.

The evidence shall include, as appropriate:

- (a) the name and version number of a software product;
- (b) the full identification of the work and its author, developer, creator, translator, data entry person, graphic designer, publisher, editor, photographer, producer;
- (c) a copy of the licence to use the product or of the agreement granting the relevant rights to the contractor or a reference to this licence;
- (d) a copy of the agreement or extract from the employment contract granting the relevant rights to the contractor where parts of the results were created by its personnel;

(e) the text of the disclaimer notice if any.

Provision of evidence does not release the contractor from its responsibilities in case it is found that it does not hold the necessary rights, regardless of when and by whom this fact was revealed.

The contractor also warrants that it possesses the relevant rights or powers to execute the transfer and that it has paid or has verified payment of all due fees including fees due to collecting societies, related to the final results.

#### *II.10.6 Creators*

By delivering the results the contractor warrants that the creators undertake not to oppose that their names be recalled when the results are presented to the public and confirms that the results can be divulged. Names of authors shall be recalled on request in the manner communicated by the contractor to the contracting authority.

The contractor shall obtain the consent of creators regarding the granting of the relevant rights and be ready to provide documentary evidence upon request.

#### **II.10.7 Persons appearing in photographs or films**

If natural, recognisable persons appear in a result or their voice is recorded the contractor shall submit a statement of these persons (or of the persons exercising parental authority in case of minors) where they give their permission for the described use of their image or voice on request by the contracting authority. This does not apply to persons whose permission is not required in line with the law of the country where photographs were taken, films shot or audio records made.

#### **II.10.8 Contractor's copyright for pre-existing rights**

When the contractor retains pre-existing rights on parts of the results, reference shall be inserted to that effect when the result is used as set out in Article I.8.1 with the following disclaimer: © - year – European Union. All rights reserved. Certain parts are licensed under conditions to the EU.

#### **II.10.9 Visibility of Union funding and disclaimer**

When making use of the results, the contractor shall declare that they have been produced within a framework contract with the Union and that the opinions expressed are those of the contractor only and do not represent the contracting authority's official position. The contracting authority may waive this obligation in writing.

### **Article II. 11 – Force majeure**

**II.11.1** 'Force majeure' means any unforeseeable and exceptional situation or event beyond the parties' control which prevents either of them from fulfilling any of their obligations under the FWC, which was not attributable to error or negligence on their part or on the part of subcontractors and which proves to be inevitable in spite of exercising due diligence. Any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure, as well as labour disputes, strikes or financial difficulties, cannot be invoked as force majeure.

**II.11.2** A party faced with force majeure shall formally notify the other party without delay, stating the nature, likely duration and foreseeable effects.

**II.11.3** The party faced with force majeure shall not be held in breach of its contractual obligations if it has been prevented from fulfilling them by force majeure. Where the contractor is unable to fulfil its contractual obligations owing to force majeure, it shall have the right to remuneration only for the tasks actually executed.

**II.11.4** The parties shall take all the necessary measures to limit any damage due to force majeure.

#### **Article II. 12 – Liquidated damages**

The contracting authority may impose liquidated damages should the contractor fail to complete its contractual obligations, also with regard to the required quality level, according to the tender specifications.

Should the contractor fail to perform its contractual obligations within the time limits set by the FWC or the relevant order form or specific contract, then, without prejudice to the contractor's actual or potential liability or to the contracting authority's right to terminate the FWC or the relevant order form or specific contract, the contracting authority may impose liquidated damages for each and every calendar day of delay according to the following formula:

$$0.3 \times (V/d)$$

*V* is the price of the relevant purchase;

*d* is the duration specified in the relevant order form or specific contract or, failing that, the period between the date specified in Article I.4.1 and the date of delivery or performance specified in the relevant order form or specific contract, expressed in calendar days

The contractor may submit arguments against this decision within 30 days of receipt of the formal notification. In the absence of a reaction on its part or of written withdrawal by the contracting authority within 30 days of the receipt of such arguments, the decision imposing the liquidated damages shall become enforceable.

The parties expressly acknowledge and agree that any sums payable under this article are in the nature of liquidated damages and not penalties, and represent a reasonable estimate of fair compensation for the losses incurred due to failure to fulfil obligations which may be reasonably anticipated.

#### **Article II. 13 – Suspension of the performance of the FWC**

##### **II.13.1 Suspension by the contractor**

The contractor may suspend the performance of the FWC or order form or specific contract or any part thereof if a case of force majeure makes such performance impossible or excessively difficult. The contractor shall inform the contracting authority about the suspension without delay, giving all the necessary reasons and details and the envisaged date for resuming the performance of the FWC, order form or specific contract.

Once the circumstances allow resuming performance, the contractor shall inform the contracting authority immediately, unless the contracting authority has already terminated the FWC, order form or specific contract.

### **II.13.2 Suspension by the contracting authority**

The contracting authority may suspend the performance of the FWC or order form or specific contract or any part thereof:

- (a) if the FWC or order form or specific contract award procedure or the performance of the FWC prove to have been subject to substantial errors, irregularities or fraud;
- (b) in order to verify whether presumed substantial errors, irregularities or fraud have actually occurred.

Suspension shall take effect on the day the contractor receives formal notification, or at a later date provided in the notification. The contracting authority shall as soon as possible give notice to the contractor to resume the service suspended or inform the contractor that it is proceeding with termination of the FWC or order form or specific contract. The contractor shall not be entitled to claim compensation on account of suspension of the FWC or order form or specific contract or of part thereof.

## **Article II. 14 – Termination of the FWC**

### *II.14.1 Grounds for termination*

The contracting authority may terminate the FWC, an order form or a specific contract respectively in the following circumstances:

- (a) if a change to the contractor's legal, financial, technical or organisational or ownership situation is likely to affect the performance of the FWC or order form or specific contract substantially or call into question the decision to award the FWC;
- (b) if execution of the tasks under a pending order form or a specific contract has not actually commenced within 15 days of the date foreseen, and the new date proposed, if any, is considered unacceptable by the contracting authority, taking into account article II.8.2;
- (c) if the contractor does not perform the FWC or an order form or specific contract as established in the tender specifications or request for service or fails to fulfil another substantial contractual obligation; termination of three or more order forms or specific contracts on this ground shall constitute ground for termination of the FWC;
- (d) in the event of force majeure notified in accordance with article II.11 or if the performance of the FWC or order form or specific contract has been suspended by the contractor as a result of force majeure, notified in accordance with article II.13, where either resuming performance is impossible or the modifications to the FWC or order form or specific contract might call into question the decision awarding the FWC or order form or specific contract, or result in unequal treatment of tenderers or contractors;
- (e) if the contractor is declared bankrupt, is being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

- (f) if the contractor or any natural person with the power to represent it or take decisions on its behalf has been found guilty of professional misconduct proven by any means;
- (g) if the contractor is not in compliance with its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established or with those of the country of the applicable law of this FWC or those of the country where the FWC is to be performed;
- (h) if the contracting authority has evidence that the contractor or any natural persons with the power to represent it or take decisions on its behalf have committed fraud, corruption, or are involved in a criminal organisation, money laundering or any other illegal activity detrimental to the Union's financial interests;
- (i) if the contracting authority has evidence that the contractor or any natural persons with the power to represent it or take decisions on its behalf have committed substantial errors, irregularities or fraud in the award procedure or the performance of the FWC, including in the event of submission of false information;
- (j) if the contractor is unable, through its own fault, to obtain any permit or licence required for performance of the FWC or order form or specific contract;
- (k) if the needs of the contracting authority change and it no longer requires new services under the FWC;
- (l) when due to the termination of the FWC with one or more of the contractors there is no minimum required competition within the multiple framework contract with reopening of competition.

#### *II.14.2 Procedure for termination*

When the contracting authority intends to terminate the FWC or order form or specific contract it shall formally notify the contractor of its intention specifying the grounds thereof. The contracting authority shall invite the contractor to make any observations and, in the case of point (c) of Article II.14.1, to inform the contracting authority about the measures taken to continue the fulfilment of its contractual obligations, within 30 days from receipt of the notification.

If the contracting authority does not confirm acceptance of these observations by giving written approval within 30 days of receipt, the termination procedure shall proceed. In any case of termination the contracting authority shall formally notify the contractor about its decision to terminate the FWC or order form or specific contract. In the cases referred to in points (a), (b), (c), (e), (g), (j), (k) and (l) of Article II.14.1 the formal notification shall specify the date on which the termination takes effect. In the cases referred to in points (d), (f), (h), and (i) of Article II.14.1 the termination shall take effect on the day following the date on which notification of termination is received by the contractor.

#### *II.14.3 Effects of termination*

In the event of termination, the contractor shall waive any claim for consequential damages, including any loss of anticipated profits for uncompleted work. On receipt of

the notification of termination, the contractor shall take all the appropriate measures to minimise costs, prevent damages, and cancel or reduce its commitments. The contractor shall have 60 days from the date on which termination takes effect to draw up the documents required by the special conditions or order forms or specific contracts for the tasks already executed on the date of termination and produce an invoice if necessary. The contracting authority may recover any amounts paid under the FWC.

The contracting authority may claim compensation for any damage suffered in the event of termination.

On termination the contracting authority may engage any other contractor to execute or complete the services. The contracting authority shall be entitled to claim from the contractor all extra costs incurred in this regard, without prejudice to any other rights or guarantees it may have under the FWC.

## **Article II. 15 – Reporting and payments**

### *II.15.1 Date of payment*

Payments shall be deemed to be effected on the date when they are debited to the contracting authority's account.

### **II.15.2 Currency**

The FWC shall be in euros.

Payments shall be executed in euros or in the local currency as provided for in Article I.5.

Conversion between the euro and another currency shall be made according to the daily euro exchange rate published in the *Official Journal of the European Union* or, failing that, at the monthly accounting exchange rate established by the European Commission and published on its website, applicable on the day on which the payment order is issued by the contracting authority.

### **II.15.3 Costs of transfer**

The costs of the transfer shall be borne in the following way:

- (a) costs of dispatch charged by the bank of the contracting authority shall be borne by the contracting authority,
- (b) cost of receipt charged by the bank of the contractor shall be borne by the contractor,
- (c) costs for repeated transfer caused by one of the parties shall be borne by the party causing repetition of the transfer.

### **II.15.4 Invoices and Value Added Tax**

Invoices shall contain the contractor's identification, the amount, the currency and the date, as well as the FWC reference and reference to the order form or specific contract.

Invoices shall indicate the place of taxation of the contractor for value added tax (VAT) purposes and shall specify separately the amounts not including VAT and the amounts including VAT.

The contracting authority is, as a rule, exempt from all taxes and duties, including VAT, pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union.

The contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that the supplies and services required for performance of the FWC are exempt from taxes and duties, including VAT exemption.

### **II.15.5 Pre-financing and performance guarantees**

Pre-financing guarantees shall remain in force until the pre-financing is cleared against interim payments or payment of the balance and, in case the latter takes the form of a debit note, three months after the debit note is notified to the contractor. The contracting authority shall release the guarantee within the following month.

Performance guarantees shall cover performance of the service in accordance with the terms set out in the request for services until its final acceptance by the contracting authority. The amount of the performance guarantee shall not exceed the total price of the order form or specific contract. The guarantee shall provide that it remains in force until final acceptance. The contracting authority shall release the guarantee within a month following the date of final acceptance.

Where, in accordance with Article I.4, a financial guarantee is required for the payment of pre-financing, or as performance guarantee, it shall fulfil the following conditions:

- (a) the financial guarantee is provided by a bank or an approved financial institution or, at the request of the contractor and agreement by the contracting authority, by a third party;
- (b) the guarantor stands as first-call guarantor and does not require the contracting authority to have recourse against the principal debtor (the contractor).

The cost of providing such guarantee shall be borne by the contractor.

### **II.15.6 Interim payments and payment of the balance**

The contractor shall submit an invoice for interim payment upon delivery of intermediary results, accompanied by a progress report or any other documents, as provided for in Article I.4 or in the tender specifications or in the order form or specific contract.

The contractor shall submit an invoice for payment of the balance within 60 days following the end of the period referred to in Article III.2.2, accompanied by a final progress report or any other documents provided for in Article I.4 or in the tender specifications or in the order form or specific contract.

Upon receipt, the contracting authority shall pay the amount due as interim or final payment, within the periods specified in Article I.4, provided the invoice and documents have been approved and without prejudice to Article II.15.7. Approval of the invoice and documents shall not imply recognition of the regularity or of the authenticity, completeness and correctness of the declarations and information they contain.

Payment of the balance may take the form of recovery.

### **II.15.7 Suspension of the time allowed for payment**

The contracting authority may suspend the payment periods specified in Article I.4 at any time by notifying the contractor that its invoice cannot be processed, either because it does not comply with the provisions of the FWC, or because the appropriate documents have not been produced.

The contracting authority shall inform the contractor in writing as soon as possible of any such suspension, giving the reasons for it.

Suspension shall take effect on the date the notification is sent by the contracting authority. The remaining payment period shall start to run again from the date on which the requested information or revised documents are received or the necessary further verification, including on-the-spot checks, is carried out. Where the suspension period exceeds two months, the contractor may request the contracting authority to justify the continued suspension.

Where the payment periods have been suspended following rejection of a document referred to in the first paragraph and the new document produced is also rejected, the contracting authority reserves the right to terminate the order form or specific contract in accordance with Article II.14.1(c).

### **II.15.8 Interest on late payment**

On expiry of the payment periods specified in Article I.4, and without prejudice to Article II.15.7, the contractor is entitled to interest on late payment at the rate applied by the European Central Bank for its main refinancing operations in Euros (the reference rate) plus eight points. The reference rate shall be the rate in force on the first day of the month in which the payment period ends, as published in the C series of the *Official Journal of the European Union*.

The suspension of the payment period in accordance with Article II.15.7 may not be considered as a late payment.

Interest on late payment shall cover the period running from the day following the due date for payment up to and including the date of actual payment as defined in Article II.15.1.

However, when the calculated interest is lower than or equal to EUR 200, it shall be paid to the contractor only upon request submitted within two months of receiving late payment.

## **Article II. 16 - Reimbursements**

**II.16.1** Where provided by the special conditions or by the tender specifications, the contracting authority shall reimburse the expenses that are directly connected with execution of the tasks on production of original supporting documents, including receipts and used tickets, or failing that, on production of copies or scanned originals, or on the basis of flat rates.

**II.16.2** Travel and subsistence expenses shall be reimbursed, where appropriate, on the basis of the shortest itinerary and the minimum number of nights necessary for overnight stay at the destination.

**II.16.3** Travel expenses shall be reimbursed as follows:

- (a) travel by air shall be reimbursed up to the maximum cost of an economy class ticket at the time of the reservation;
- (b) travel by boat or rail shall be reimbursed up to the maximum cost of a first class ticket;

- (c) travel by car shall be reimbursed at the rate of one first class rail ticket for the same journey and on the same day;

In addition, travel outside Union territory shall be reimbursed provided the contracting authority has given its prior written consent.

**II.16.4** Subsistence expenses shall be reimbursed on the basis of a daily subsistence allowance as follows:

- (a) for journeys of less than 200 km for a return trip, no subsistence allowance shall be payable;
- (b) daily subsistence allowance shall be payable only on receipt of supporting documents proving that the person concerned was present at the destination;
- (c) daily subsistence allowance shall take the form of a flat-rate payment to cover all subsistence expenses, including meals, local transport which includes transport to and from the airport or station, insurance and sundries;
- (d) daily subsistence allowance shall be reimbursed at the flat rates specified in Article I.3;
- (e) accommodation shall be reimbursed on receipt of supporting documents proving the necessary overnight stay at the destination, up to the flat-rate ceilings specified in Article I.3.

**II.16.5** The cost of shipment of equipment or unaccompanied luggage shall be reimbursed provided the contracting authority has given prior written authorisation.

**II.16.6.** Conversion between the euro and another currency shall be made as specified in Article II.15.2.

#### **Article II. 17 – Recovery**

**II.17.1** If an amount is to be recovered under the terms of the FWC, the contractor shall repay the contracting authority the amount in question according to the terms and by the date specified in the debit note.

**II.17.2** If the obligation to pay the amount due is not honoured by the date set by the contracting authority in the debit note, the amount due shall bear interest at the rate indicated in Article II.15.8. Interest on late payments shall cover the period from the day following the due date for payment up to and including the date when the contracting authority receives the full payment of the amount owed.

Any partial payment shall first be entered against charges and interest on late payment and then against the principal amount.

**II.17.3** If payment has not been made by the due date, the contracting authority may, after informing the contractor in writing, recover the amounts due by offsetting them against any amounts owed to the contractor by the Union or by the European Atomic Energy Community or by calling in the financial guarantee, where provided for in Article I.4 or in the specific contract.

## **Article II. 18 – Checks and audits**

**II.18.1** The contracting authority and the European Anti-Fraud Office may check or have an audit on the performance of the FWC. It may be carried out either directly by their own staff or by any other outside body authorised to do so on their behalf.

Such checks and audits may be initiated during the performance of the FWC and during a period of five years which starts running from the date of expiry of the FWC.

The audit procedure shall be deemed to be initiated on the date of receipt of the relevant letter sent by the contracting authority. Audits shall be carried out on a confidential basis.

**II.18.2** The contractor shall keep all original documents stored on any appropriate medium, including digitised originals when they are authorised by national law and under the conditions laid down therein, for a period of five years which starts running from the date of expiry of the FWC.

**II.18.3** The contractor shall allow the contracting authority's staff and outside personnel authorised by the contracting authority the appropriate right of access to sites and premises where the FWC is performed and to all the information, including information in electronic format, needed in order to conduct such checks and audits. The contractor shall ensure that the information is readily available at the moment of the check or audit and, if so requested, that information be handed over in an appropriate form.

**II.18.4** On the basis of the findings made during the audit, a provisional report shall be drawn up. It shall be sent to the contractor, which shall have 30 days following the date of receipt to submit observations. The final report shall be sent to the contractor within 60 days following the expiry of that deadline.

On the basis of the final audit findings, the contracting authority may recover all or part of the payments made and may take any other measures which it considers necessary.

**II.18.5** By virtue of Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspection carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities and Regulation (EC) No 1073/1999 of the European Parliament and the Council of 25 May 1999 concerning investigation conducted by the European Anti-Fraud Office (OLAF), the OLAF may also carry out on-the-spot checks and inspections in accordance with the procedures laid down by Union law for the protection of the financial interests of the Union against fraud and other irregularities. Where appropriate, the findings may lead to recovery by the contracting authority.

**II.18.6** The Court of Auditors shall have the same rights as the contracting authority, notably right of access, for the purpose of checks and audits.

**SPECIFIC CONTRACT No [complete]**

implementing Framework contract No [complete]

The European Union (hereinafter referred to as "the Union"), represented by the European Commission (hereinafter referred to as "the contracting authority"), represented for the purposes of the signature of this specific contract by [*forename, surname, function, department*],

on the one part,

and

[*full official name*]

[*official legal form*]

[*statutory registration number*]

[*full official address*]

[*VAT registration number*]

(hereinafter referred to as "the contractor"), [represented for the purposes of the signature of this specific contract by [*forename, surname and function,*]]

[The parties identified above and hereinafter collectively referred to as 'the contractor' shall be jointly and severally liable vis-à-vis the contracting authority for the performance of this specific contract.]

on the other part,

## HAVE AGREED

### Article III.1: Subject matter

**III.1.1** This specific contract implements Framework Contract (FWC) No [complete] signed by the contracting authority and the contractor on [complete date].

**III.1.2** The subject matter of this specific contract is [short description of subject]. [This specific contract relates to lot [complete] of the FWC.]

**III.1.3** The contractor undertakes, in accordance with the terms set out in the FWC and in this specific contract and the annex[es] thereto, which form an integral part thereof, to perform the [following tasks:] [tasks specified in Annex [complete].]

### Article III.2: Entry into force and duration

**III.2.1** This specific contract shall enter into force [on the date on which it is signed by the last party] [on [insert date] if it has already been signed by both parties].

**III.2.2** The duration of the execution of the tasks shall not exceed [complete] [days][months]. Execution of the tasks shall start from [the date of entry into force of this specific contract] [insert date].

The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

### Article III.3: Price

**III.3.1** The maximum total price to be paid under this specific contract shall be EUR [amount in figures and in words] covering all tasks executed.

**III.3.2** In addition to the maximum total price [no reimbursable expenses are foreseen.] [expenses up to the amount of EUR [amount in figures and in words] shall be reimbursed according to the provisions of the FWC].

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[Option: for contractors for which VAT is due in Belgium]

[Where VAT is due in Belgium, the provisions of this specific contract constitute a request for VAT exemption No 450, Article 42, paragraph 3.3 of the VAT code (circular 2/1978), provided the contractor includes the following statement in the invoice(s): "Exonération de la TVA, Article 42, paragraphe 3.3 du code de la TVA (circulaire 2/1978)" or an equivalent statement in the Dutch or German language.]

[Option: for contractors for which VAT is due in Luxembourg]

[Where VAT is due in Luxembourg, the contractor shall include the following statement in the invoices: "Commande destinée à l'usage officiel de l'Union européenne. Exonération de la TVA Article 43 § 1 k 2ième tiret de la loi modifiée du 12.02.79." In case of intra-Community purchases, the statement to be included in the invoices is: "For the official use of the European Union. VAT Exemption / European Union/ Article 151 of Council Directive 2006/112/EC."]

**Article III.5: Use of results**

[Not applicable]

*[Insert details on the intended use of results linked to the specific request for service supplementing or replacing clause I.8 of the special conditions]*

**Annexes**

Request for service

Contractor's specific tender (No [complete]<sup>37</sup> of [insert date])

**Signatures**

For the contractor,

For the contracting authority,

[Company name/forename/surname/function]

[forename/surname/function]

signature[s]: \_\_\_\_\_

signature[s]: \_\_\_\_\_

Done at [Brussels], [date]

Done at [Brussels], [date]

In duplicate in English.

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<sup>37</sup> Number to be inserted in case of multiple framework contract with reopening of competition.

## **Annex A Statement of contractor concerning right to delivered result**

I, [*insert name of the authorised representative of the contractor*] representing [*insert name of the contractor*], party to the [*specific*] contract [*insert title and/or number*] warrant that the contractor holds all transferred rights to the delivered [*insert title and/or description of result*] which [*is*][*are*] free of any claims of third parties.

The above-mentioned results were prepared by [*insert names of creators*]. The creators transferred all their relevant rights to the results to [*insert name of the entity that received rights from the creators*] [*through a contract of* [*insert date*]] [*a relevant extract of which is*] herewith attached.

The creators [*received all their remuneration on* [*insert date*]] [*will receive all their remuneration as agreed within* [*complete*] weeks from [*delivery of this statement.*] [*receipt of confirmation of acceptance of the work.*] [*The statement of the creators confirming payment is attached.*].

Date, place, signature

## **Annex B Statement of creator / intermediary in delivery**

of the [*title of the result*]

within the [*framework*] contract No [*complete*]

[*Specific contract No* [*complete*]]

concluded between the contracting authority and [*name of the contractor(s)*]

I, [*insert name of the authorised representative of the intermediary*] representing [*insert name of the intermediary*] state that I am the right holder of: [*identify the relevant parts of the result*] [*which I created*] [*for which I received rights from* [*insert name*]].

I am aware of the above [*framework*] contract, especially Articles I.8, II.10 and I confirm that I transferred all the relevant rights to [*insert name*].

I declare that [*I received full remuneration*] [*I agreed to receive remuneration by* [*insert date*]].

[*As creator, I also confirm that I do not oppose my name being recalled when the results are presented to the public and confirm that the results can be divulged.*]

Date, place, signature