

# GLOBAL TERMS OF REFERENCE

## Lot 5 "Conferences"

### Framework Contract BENEF 2009

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## **1 BACKGROUND INFORMATION**

### **1.1 General information**

The beneficiaries of the short-term technical assistance available via this Framework Contract (FWC) are exclusively third countries benefiting from the Commission's External aid programmes. The FWC has no overall contractual amount or maximum budget. Each individual assignment will fix its implementation duration, not exceeding two years, as well as the contractual amount which will not exceed € 199,999. This amount may be amended in the course of the contract duration. These maxima include the possible addenda. The various assignments will be financed from the different budget lines for external aid (the European Communities general budget) and the European Development Fund (EDF).

### **1.2 Contracting Authority**

The Contracting Authority for the FWC is the European Commission on behalf of beneficiaries of EC external actions. The Contracting Authority for each individual assignment carried out within the context of the FWC may be the European Commission acting on behalf of those receiving external aid or it may be decentralised authorities which are responsible for managing the funding programmes.

## **2 CONTRACT OBJECTIVES**

The objective of the FWC is to provide, via individual assignments defined and contracted through Specific Contracts, appropriate logistic support for conferences and similar events organisation. The quality of this logistic support must be guaranteed by the selected Framework Contractors disposing of the appropriate internal and/or external technical skills. This logistic support will be provided for the exclusive benefit of those receiving the external aid. The support excludes selecting and supervising of technical expertise covered by other lots of the FWC BENEf 2009.

The Annex 1 attached to the present Global Terms of Reference indicates a non exhaustive list of events which can be supported.

The Specific Terms of Reference, part of each Specific Contract, shall describe in detail the logistic support to be provided for each individual assignment. The required services must fall within the categories listed in the Global Financial offer and described below: within each category, the list of type of services is not exhaustive.

## **3 SCOPE OF THE WORK**

### **3.1 Technical content**

The following categories of services may be covered:

- Category A: Individual assistance: travels, visas, invitations, daily allowances, badges/kits.
- Category B: Support staff: moderator, hostesses, interpreters, translators, note taking, photographer, speakers etc.
- Category C: Services: insurance, hotel, conference room, additional premises, conference equipment, local transport etc.
- Category D: Supplies: catering, prints, flowers etc.

In case preliminary arrangements affecting the services required have been taken, they must be clearly identified as such and the details including amounts specified in the Specific Terms of references (ToR's).

### 3.1.1 Category A: Individual assistance

#### A1 - Travels: booking, purchasing, changing, cancellation, delivery of travel tickets

1. Air tickets: Unless required otherwise in the Specific Terms of reference, these must be economy class (and must include airport tax and, where appropriate, any charges for making the tickets available for collection at the airport of departure). CO2 offsetting costs may form part of the cost. Bookings for any but the usual routes, and tickets for any class other than economy or than the one as per the Specific Terms of reference, must be expressly authorised beforehand by the Contracting Authority of each assignment. A special contingency of 15% of the flight costs will be foreseen to face unforeseen increases.
2. Rail tickets: Where more appropriate, the travel may be arranged by rail rather than air (first class for international journeys, second class for domestic journeys).
3. Car: If a participant wishes to travel by car, he/she will be refunded the cost of a first class rail ticket for the equivalent journey. If several participants travel by the same car, only one reimbursement will be authorised.
4. Changes and cancellations: The Framework Contractor must provide participants with the necessary assistance whenever changes have to be made to tickets. Also, the Contracting authority of the relevant assignment must be notified immediately of any major changes to flight times and its approval of such changes must first be obtained. The Framework Contractor must take whatever steps are necessary to ensure that any requests for cancellation are settled in the best interests of the Contracting Authority. Any additional outlay owing to negligence attributable to the Framework Contractor will be borne by the latter. If a participant will buy his own ticket or decide not to participate, he shall notify the Framework Contractor in due time to prevent the latter to expose unnecessary costs. If he does not do so, the unused ticket bought by the Framework Contractor is an eligible cost, less the amount which has been reimbursed, if possible.
5. Delivering tickets: The Framework Contractor will contact participants as necessary to make arrangements for sending tickets or making them available for collection at the airport of departure.
6. Travel arrangements will be made on the basis of a list of participants indicating the contacts details to reach them. Details of these arrangements must be cleared with the participants before a final booking. These data will be transmitted by the Contracting Authority in line with the provisions of the item 8.4 below. Any changes requested by the Contracting Authority should be notified to the Framework contractor as rapidly as possible. The Framework Contractor will be responsible for all aspects of the travel arrangements including direct contacts with participants, when necessary.
7. Supporting documents: the original supporting documents are ticket stubs, boarding passes, invoices or equivalent documents. However, no supporting document such as boarding pass is required for the effective use of the return ticket.

#### A2 - Assistance with obtaining visas

Participants may need assistance in obtaining in due time their visas in order to attend the conference. Such assistance will consist of the provision of all the information and documentation (e.g. administrative forms) required to obtain the necessary visas. Whenever a participant encounters problems obtaining a visa, the Framework Contractor must inform the Contracting Authority immediately.

When refunding the cost of obtaining a visa to a participant, the Framework Contractor must apply the same rules as for the payment of daily allowances (see point A4). He will refund the cost solely upon presentation of the copy of the passport, endorsed with the appropriate official stamps, and of the official receipt issued by the appropriate consular

department. To obtain reimbursement in turn, the Framework Contractor must provide these supporting documents.

### **A3 - Production and Distribution of invitations** (letters or cards)

The Framework Contractor can be requested to produce and distribute invitations to participants, using models provided by the Contracting Authority where appropriate.

### **A4 - Management and payment of the daily allowance** to participants

For every overnight stay directly linked to the participation to the event or stop-over during his/her travel<sup>1</sup>, each participant may be entitled to receive an allowance of which the amount is fixed in the Specific Terms of Reference.

The daily allowance objective is to cover all costs to participants related to their stay at the event and not covered by services provided by the Framework contractor.

The accommodation cost may be excluded from the daily allowance when the Framework contractor is required to arrange (book) and pay for the accommodation for participants (including taxes when relevant but excluding the participant's private expenses such as mini-bar etc.)

When the Framework Contractor is required to undertake to get participants to sign a daily attendance list at the event, this list will be taken as supporting documentation for each allowance paid out. Where a participant himself decides to extend his stay at the beginning and/or end of the conference no daily allowance will be paid for additional nights. This does not however apply in the case where the extra nights are justified by the use of lower cost ticket (e.g. so-called APEX ticket) and this solution shows more economical.

The Specific Terms of reference will specify the form in which the Framework Contractor is required to pay the daily allowance. The following forms of payment can be selected:

- a) The participant receives the daily allowance or part of it in cash on arrival at the conference venue. The bank transfer costs to the country of venue are eligible for reimbursement.
- b) The amount is paid – at the cost of the participant - into a bank account of the participant's choice. In this case the Framework Contractor will be responsible for obtaining the necessary bank details from the participant.

### **A5 - Preparing name badges / conference kits**

The Framework contractor may be requested to prepare name badges and conference kits and distribute them to participants. The conference kits may have to show the Commission's logo, the conference title, the place and date of the conference etc. and be in accordance with the EU's visibility guidelines for external actions for which an Internet link will be given in the Specific Terms of reference

## **3.1.2 Category B: Support staff**

### **B1 - Selecting and recruiting a moderator**

The Framework Contractor may be required to recruit one or more moderators whose task will be to moderate discussions at the conference. The Specific Terms of Reference for each assignment will specify the general knowledge of the conference subjects and/or languages required.

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<sup>1</sup> When required by his/her routing taking the most direct route to the event venue

A moderator may not be required to deliver any expertise directly related to the topic being addressed by the event; he/she may not be the speaker at the event.

#### **B2 - Team of hostesses/stewards**

- Welcoming participants at the airport upon arrival and accompanying them upon departure
- Welcoming participants at their hotel
- Assistance at the conference: welcoming participants, distributing badges, passing round the microphone, distributing documents and conference kits, etc.

#### **B3 - Interpreters**

Ensure the provision of interpreters needed to provide the conference interpreting. The Contracting Authority will communicate requirements beforehand (e.g. languages to be used by speakers.) Interpreters for the deaf participants/speakers may be required.

#### **B4 - Translators**

Ensure the provision of translators to translate e.g. the speakers' presentations, the final documentation / outputs etc. The Contracting Authority will communicate requirements beforehand (e.g. languages, number of pages the offer to be based on etc.). The transcription into the Braille may be required.

#### **B5 - Note taking**

Provide services aiming at recording the discussions and/or taking notes in order to produce a report or summary of the conference proceedings and distributing them accordingly. These documents before being issued must receive the prior approval of the Contracting Authority and will be written in the language(s) requested by the Contracting Authority.

#### **B6 - Photographer**

Make photos / movie (inclusive when required the delivery on electronic support) during the event and make them available as per details in the Specific Terms of Reference.

#### **B7 - Speakers**

Specific Terms of Reference may foresee the presence of speakers identified by the Contracting authority. The Framework contractor may be required to provide for the speakers the same logistical support as for the participants as well as ensure the payment of the amount which will be indicated in the Specific Terms of reference. The Framework contractor will not be responsible for the speakers a) selection, b) cost and c) outputs quality. The payment to the speakers will be due upon a written specific approval by the Contracting authority.

The total costs of the item B7 may not exceed, per speaker, the maximum amount foreseen for the "Single tender" procedure in PRAG as amended. This item may only be used in the context of a conference, seminar or similar event. "Speakers" must remain an accessory service for the assignment.

### **3.1.3 Category C: Services**

#### **C1 - Insurance**

The Framework Contractor may be required to cover the participants by a medical, accident and repatriation insurance.

#### **C2 - Hotel reservations and payment.**

Reservations must be made according to the specifications of the Specific Terms of reference such as the name or category of hotel or/and its location (city, part of the city,

radius from the place of conference). The Contracting Authority may also require the conference to be held in the hotel where accommodation has been reserved. In this case the hotel must have an appropriate conference room.

Unless the Contracting Authority indicates otherwise, breakfast must be included in the rate charged for the room. If a participant is not willing to use the service of reservation, he/she shall notify the Framework Contractor in due time to prevent any penalty for "no show". If he does not do so, the possible penalty of the "no show" is an eligible cost.

When the Framework contractor is required to proceed with the hotel reservation, he must also be in charge for payment (except for personal expenses of the participants, see above under A4).

The Specific Terms of Reference will indicate the number of nights to be booked for participants. Where travel arrangements require that the participant must spend additional nights in the hotel, this must be authorised beforehand by the Contracting Authority.

The Contracting Authority may specify a maximum rate per night of accommodation for each participant.

### **C3 - Booking and hiring of an appropriate conference room**

In line with the Contracting Authority's indications of place, dates, duration and number of participants, the Framework Contractor will hire the appropriate conference facilities. The Framework Contractor must take into account accessibility and facilities for disabled participants. The rental may include appropriate decoration such as flowers, flags etc. which will be detailed in the Specific Terms of Reference (which countries / bodies flags, size, flowers quantity etc...).

### **C4 - Additional premises**

Hire of additional premises for secretarial work during the event. The premises may be required to have a telephone line, internet access, a PC with laser printer and appropriate software, copying equipment, etc. These premises are NOT for the use of the Framework contractor in the context of his own management of the assignment.

### **C5 - Rental of appropriate conference equipment**

The conference equipment may cover the following:

- cabins and equipment needed for simultaneous interpreting
- audio equipment: microphone(s), loudspeaker(s), etc.
- projection devices: overhead projector(s), video projector(s), wide projection screen(s), television set(s), DVD player(s), VHS or Beta system(s), etc.
- transmission material for the deaf as well as translation/communication facilities for deaf or blind participants.

### **C6 - Local transport**

Local transport, can be for example:

- Arranging transfers between airport, hotel and conference venue
- Hiring inter-city / intra-city transfers as part of the conference programme

## **3.1.4 Category D: Supplies**

### **D1 - Catering**

The Framework Contractor may have to organise catering such as meals, drinks, coffee breaks. The type of catering such as buffet, cold or warm, or to be served at table, type of

drinks (whether with or without alcohol) etc. must be clearly specified in the Specific Terms of Reference.

For the lunches or dinners, the Framework Contractor will make the necessary reservations for the appropriate number of people. The Contracting Authority will decide beforehand the number of courses per meal. The Framework Contractor must take into consideration any cultural, religious or personal specificity of participants and provide corresponding food and drinks.

Other snacks and/or drinks may be provided at the conference venue, the hotel or any other appropriate place in town.

### **D2 - Prints** (leaflets, presentations, handouts etc.)

The Framework contractor may be required to ensure the conception and physical production and delivery of information or other leaflets or documents to enhance the public awareness regarding the event. This activity may require the conceptual aspect as well as the printing (after approval of the Contracting authority of its content and layout) of the material of which the description will be detailed in the Specific Terms of Reference. These will inter alia define the quantity and the required key technical characteristics (paper type, if coloured or black/white etc...). Printing of documentation for participants prepared by others (speaker's presentations, summaries etc.) may be also required.

The total costs of the item D2 may not exceed the maximum amount foreseen for the "Single tender" procedure in PRAG as amended. This item may only be used in the context of a conference, seminar or similar event. The item "printing" may not be contracted alone.

### **D3 - Flowers**

Delivery of flowers to welcome some of the participants (e.g. as part of the protocol).

#### **3.2 Staff of the European Institutions**

The Specific Terms of Reference may require the appropriate handling of arrangements for the participation of staff of the European Institutions in line with EC rules to be provided to Framework contractor by the Contracting authority. This may typically cover booking their rooms in the same hotel as the other participants (without however paying the related costs) etc. No extra flat rate will apply.

#### **3.3 Assignment implementation**

The Framework Contractor will be supported by the largest possible world-wide network of associated partners specialised in logistic support to events covered under the lot.

The Contracting authority of the individual assignment will identify a Project Manager. His/her role is to oversee the implementation of the assignment and to liaise with the Framework Contractor's Project Manager.

Ensuring the quality of the assignment is one of the key responsibilities of the Framework Contractor. He is fully responsible for the quality of the services, reports or/and other outputs required.

The Framework contractor is also responsible for all administration in relation to the assignment such as establishing a contract with the service providers inclusive the additional event co-ordinator, the moderator, the speaker etc.

Furthermore, he must brief the service providers selected regarding all administrative, contractual and technical requirements relevant to the individual assignment.

The Framework contractor has the obligation to respond to each Request sent to him. If he is not in a position to make an offer, a substantiated justification must be provided as rapidly as possible and by the deadline for submission of the offer at the latest.

The Framework Contractor is responsible for the timely payment of the service providers, in line with the contractual terms (the Framework Contractor's Methodology). Framework contractor should make clear to the service providers that the Contracting Authority is in no way liable for the payment to them. The Framework contractor must also transfer funds necessary to support the activities under the contract and to ensure that its service providers are paid regularly and in a timely fashion, in particular in line with provisions of its Methodology. He also must ensure that his staff is covered by appropriate insurance.

## **4 TIMING**

Framework contract: the FWC is expected to have an initial duration of 2 years which can be extended for up to a further 2 years. Request for services can be launched as from the commencement date indicated in the Special conditions up to the expiry date of the FWC.

Specific Contracts: the request for services and the Specific Contract give the indicative starting date and duration of the individual assignment. The real starting date is confirmed or otherwise by the Project Manager once the Specific Contract has been signed.

## **5 REQUIREMENTS**

### **5.1 Consortium and its leader**

The Leader of a consortium is the sole interlocutor for all contractual and financial aspects of the FWC and the individual assignments and is the only formal contact point between the Framework Contractor and the Contracting Authority. The Consortium leader is responsible for the invoicing, invoices accuracy and for the supporting documents.

He shall inform the Contracting authority of any change concerning the consortium members. The consortium leading firm must ensure that all the members are aware of and respect the contractual provisions (including the Methodology in annex III of the FWC) as well as of any Contracting authority communication related to the implementation of the FWC.

Any change in the composition of the consortium is subject to the prior authorisation of the Contracting authority since each member is a party to the FWC.

Arrangements offering each consortium partner a fixed percentage of the work to be undertaken under the contract should be avoided.

Sub-contracting (calling on any other legal entity than the Consortium members) of any aspect of the management and / or administration of the FWC is not authorised. Individual assignments can be partly sub-contracted provided prior approval by the Contracting authority. When the offer clearly indicates the sub-contracting, the Contracting authority gives its authorisation by signing the Specific contract. The Framework contractor remains the sole party which is contractually liable. Events coordinators working for the individual assignments are not considered as sub-contractors.

### **5.2 Staff**

The Framework Contractor must make available an appropriate management and backstopping mechanism, quality control system, secretariat and any other support staff that he considers as necessary in order to implement this FWC.

For each assignment, the Framework Contractor appoints one specific event coordinator covered by the flat rate. The Project manager can request a support of an additional event coordinator.

### 5.3 Management Team

The composition of the Management team and the role of its members are determined by the Framework Contractor in its Methodology. The composition of the Management team must however take into account that several assignments can run in parallel. The Management team will comprise as minimum

- one Project Director, who will have the overall responsibility for the running of the FWC as well as for all contacts with the Contracting authority and
- one Events Coordinator to deal with any technical questions related to the execution of the Specific contracts.

As the Project Director has the overall responsibility for the running of the FWC and the formal contacts with the Commission, his contact details will be made available to the users of the FWC on EuropeAid website and he/she (or his representative) is deemed to react within a working day to any communication made by the Contracting authority or the Project managers. He signs-off all the written outputs required in the context of the FWC implementation.

The Management team will have at least the following tasks which may not be sub-contracted:

1. responsibility for the day-to-day management of the FWC and of each individual assignment
2. monitoring of the services rendered and of the performance of the service providers for the assignments
3. participation in briefing/debriefing when required for an assignment (as per Specific Terms of Reference).

The Management team must have the following skills and experience:

- each member must have at least 5 years of professional experience related to organising of events on international level and in a multi-cultural environment.
- each member must have working knowledge of English or French and, for the **Project Director**, of English **and** French.
- additionally, the Project Director must have at least 5 years of experience in a management position (i.e. responsible for a team). These 5 years may be part or not of the professional experience above (1<sup>st</sup> bullet)

The Management team members will not be necessarily full time assigned to the Framework contract.

The cost of the contract management, of the backstopping mechanism, of the quality control, is considered as an overhead and integrated in the flat rates. Participation of a member of the Management team in the briefing or debriefing is however not part of the flat rates and is to be budgeted (fees, per diem and travels) separately in the offer when required by the specific ToR's.

Any change of Management team members must be approved ex-ante by the Contracting authority.

### 5.4 Support Team

The Management Team should be assisted by a team of support staff with the qualifications required inter alia in order to:

- 1) provide all the necessary logistical support both before and during the assignment to the service providers,

- 2) support the Management team in dealing with the administrative work such as handling the requests and the Specific contract,
- 3) support the Management team in the follow up of the assignment with the users.

The working knowledge of French, English, Spanish and Portuguese is required from the support team as such in order to be able to easily maintain contact with the Project Managers and the Beneficiaries of the project.

### **5.5 Specific event coordinator**

At least one specific event coordinator will be appointed to be responsible for each event. He/she may be a member of the Management team but the Project Director may not be proposed for this function.

In case the specific event coordinator is mobilised outside of the FWC Headquarters, the travel costs and per diem will be paid as direct costs. His/her fee is already included in the flat rates.

The Project manager can also request the support of an additional event coordinator whose costs are to be quoted separately in the specific offer as "Direct costs" since the flat rates do not include his/her fee.

### **5.6 Facilities to be provided by the Framework Contractor**

Office-related costs which may include office rental, communications (fax, telecommunications, mail, courier etc.) and report production as well as support services are included in the flat rates whether these costs are incurred in the Framework Contractor's Headquarters and/or during field mission. No costs of this nature may be charged in addition.

Reports required in the Specific Terms of Reference will be made available in a maximum of 3 copies (the precise number will be stated in the Specific Terms of Reference). Reports may be required in a computerized format (electronic version, on CD-ROM etc.) at no extra charge.

No office, secretarial, communication or transport facilities are due to be provided by the EC Headquarters, EC Delegations or the beneficiary.

## **6 REPORTING**

### **6.1 Reporting requirements for the FWC**

A yearly report will be provided to the Commission within one month following each year of operations. This report will indicate inter alia both positive and well functioning aspects of the FWC as well as problems and obstacles met. It will propose recommendations aiming to improve the administrative and/or operational aspects of the FWC and/or individual assignments. The core part of the report will not exceed 15 pages. The report will also contain annexes which will provide information on a number of administrative issues such as the number of requests received, the number to which the Framework Contractor has replied, the number of Specific Contracts received, the amounts contracted and paid etc. A template of this report is annexed (Annex 8). Any change to this template will be communicated in due time to the Framework contractors. A Final report summarizing the aspects above among others will be required at the end of the FWC. It must be delivered within one month following the end of the contract and an update of the table annexed must be provided within one month after the operational end of the last assignment carried out under the present FWC.

The Framework Contractor must keep all the administrative documents related to the FWC procedure/consultation such as all the requests received, even when not won, as well as all the correspondence with the Contracting Authorities.

It is anticipated that the Commission services may organise a meeting inviting all Framework Contractors to report on and analyse the functioning of the FWC on a yearly basis. The participation of Framework Contractors will be encouraged; however the related travel and accommodation costs will not be reimbursed by the European Commission.

## **6.2 Reporting requirements for the Specific Contracts**

After each event, within two weeks unless otherwise specified in the Specific Terms of Reference, the Framework Contractor will present a final report comprising a technical part related to the assignment and a financial part. The technical part will include a list of the participants who attended indicating the dates and the number of nights of accommodation paid, the number of daily allowances (full or partial) paid out, the travel schedule, etc. It will shortly describe the tasks carried out and the conference services rendered and, if relevant, make recommendations regarding future conferences. The financial part will summarise the expenditure eligible for reimbursement that was incurred in organising the conference and state the flat rates and fees that will be charged.

Specific Terms of Reference may request additional information to be included in the final report or other type of reporting such as interim report when interim payments are foreseen.

The reporting requirements (number of copies – maximum 3 paper copies -, format, language(s) etc.) for each Specific assignment will be detailed in the Specific Terms of Reference.

All required reports and/or documents will be delivered physically by and under the responsibility of the Framework Contractor. For consortia, this responsibility lies with the Leader.

## **7 IMPLEMENTATION**

This is a multiple FWC with on-going competition. It is concluded on the same terms with 4 service providers.

In order to guarantee equal treatment between the Framework Contractors retained, all the Framework contractors shall receive the same number of requests.

No guarantee can be provided as to the number of Requests for services sent to the Framework contractor or as to the number of Specific Contracts awarded to him or as to the total amount contracted with him.

### **7.1 Request to submit an offer**

All the Framework Contractors of the lot will receive a request to submit an offer via e-mail (fax may be used in exceptional cases only, or as a confirmation of the documents already sent by e-mail). The e-mail will contain a request (Annex 2) and the related Specific Terms of Reference which can be in English, French, Spanish or Portuguese.

The Specific Contracts will be unit-price-based contracts.

The Specific Terms of Reference will include at least the items of Annex 3 and identify all the necessary details to enable all the Framework contractors to present offers based on the same assumptions. The Specific Terms of Reference specifies inter alia

- the presence at the place of venue of an event coordinator normally operating from the home office,
- the presence of a member of the Management team for the briefing and/or debriefing session,

- the support from an additional event coordinator. For the latter, as minimum, the level of specific professional experience, cultural/country knowledge and/or languages required must be specified,
- the modalities of the balance payment based on either an expenditure verification report or supporting documents.

A short methodology may be requested, giving details and clarifications on the services proposed.

The Framework Contractor will dispose of a minimum of 14 calendar days (counted from the date of dispatch of the Request) to prepare and dispatch (by e-mail) his offer, except for events for up to 15 participants and with a limited number of services. In such a case, the Project manager may decide to reduce the submission period to 7 calendar days.

The request may allow for a longer period of submission of offers taking into account factors such as the complexity of the assignment or the period of the year (holidays period e.g.) etc. In exceptional cases, the request may indicate a shorter period of submission of offers. If at least one Framework contractor notifies on the first working day following the date of dispatch of the Request its refusal to make an offer within the submission periods fixed above, the Request will be re-launched respecting the minimum period.

The Framework Contractors contacted must send by email the next working day an acknowledgement of receipt of the Request and their confirmation of intention to submit offer without prejudging of the effective possibility to find the appropriate service providers and/or event coordinators.

## **7.2 Offer**

### **7.2.1 Content**

The Framework contractor will submit

- 1) the CV of the specific event coordinator (and of the additional event coordinator when requested) with his/her statement of exclusivity and availability,
- 2) the CV of the moderator(s) and respective statement(s) of exclusivity and availability
- 3) the financial offer and
- 4) the methodology when required.

#### ***7.2.1.1 Statement of exclusivity and availability***

The statement of exclusivity and availability is required only for the event coordinators and moderators proposed in the offer and the Framework contractor may not have it signed before deciding to propose them.

By signing the statement of exclusivity and availability, the moderator/additional event coordinator commits himself to allow only one Framework Contractor to present his CV for the same assignment.

#### ***7.2.1.2 The financial offer***

It comprises 3 components: a) Flat rates b) Reimbursable and c) Direct costs.

##### **a) Flat rates**

The Flat rates cover all the Contractor's costs in order to manage the contract as well as the Contractor's commercial margin. It covers therefore inter alia the Management team and support staff costs, all administrative costs (offices, communications etc.) etc. but does not include the costs of the reimbursable items. The flat rates cover several

categories of services described in item 3.1. One event coordinator cost per assignment is included in the flat rates.

For the services under category A, there are two unit rates for each type of service and they are quoted per participant: one when the number of participants is under 50 and the other when this number is above 50.

The categories B, C and D are not exhaustive and other services than those indicated for these categories can be requested provided they correspond to the type of services covered by the related category. The Specific Terms of Reference will specify the category (B to D) that such services fall under. These services must however be strictly linked to logistics under the lot 5 - "Conferences".

For category B to D, there is a single flat rate independent from the number of participants benefiting of the service. The offer for individual assignment will quote a flat rate for each service required within a same category.

Each flat rate defined in the FWC (Global financial offer of the Framework contractor) is a maximum amount. Therefore the flat rate amounts proposed for each individual assignment will correspond to the Framework Contractor's best offer for that assignment and can not exceed this maximum.

**b) Reimbursable** correspond to services that are usually provided by third party service providers identified by and under the responsibility of the Framework Contractor<sup>2</sup>. All items required by the Contracting authority must be proposed in the financial offer. The latter cannot contain any contingency for undefined items.

The cost of the category B "Support staff" such as the moderator, translator will be a single, all-in amount. No detailed invoices and or supporting documents composing this amount are required.

### **c) Direct costs**

The Direct costs are the reimbursable costs of the Framework contractor which are not generated directly by the services to be provided under item 3.1. It includes:

1. Expenditure verification report cost
2. Direct costs of the staff of the Framework contractor which are not covered by the flat rates:
  - per diem and travels costs of the event coordinator, additional event coordinator and/or Management team member required to participate in briefing/debriefing,
  - fees of the additional event coordinator and/or Management team member required by the Contracting authority to participate in briefing/debriefing.

The cost of the additional event coordinator and of the Management team member required to participate in briefing/debriefing comprise their fees, per diem and travels. The inputs are expressed in working days. A started day of travel is considered as a working day unless accepted otherwise by the selected Framework contractor.

The per diems are those in force on the date of the signature of the Request for services. They may not exceed the per diem rate published on the EuropeAid website. The per diem are paid per night when an overnight away from the place of residence is justified (a night spent in the plane does not give right to a per diem for that night). The items covered by the per diem are indicated on the EuropeAid website. They notably cover accommodation, subsistence and intra-city travels, regardless of the means of transport used.

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<sup>2</sup> Except for the moderator(s) approved by the Contracting authority.

The air travel must be by economy class, train travel may be by 1<sup>st</sup> class, car travel will be reimbursed on the basis of 1st class rail travel for equivalent journey. A Business class flight, used on the Framework contractor's initiative without ex-ante approval of the Contracting authority will be reimbursed on the basis of the cheapest economy class at the moment of the purchase of the Business class fare of which the evidence will be provided by the Framework contractor.

International and Inter-city travel costs are reimbursable costs.

The same rules apply for the per diem and travels of the event coordinator in case his presence at the place venue is required as well as of a member of the Management team required by the Specific Terms of Reference to participate in a briefing/debriefing session.

### 7.2.2 Procedure

The Framework contractor is responsible for

- a. selecting the service providers in line with the requirements described in the Specific Terms of Reference,
- b. checking the accuracy of information contained in the moderator and event coordinators CVs and
- c. preparing the financial offer respecting its Global financial offer and, for reimbursable items, the market prices,
- d. drafting a short assignment methodology when required (5 pages maximum unless stated otherwise in the Specific Terms of Reference),

For Consortium, the responsibility for checking the quality and accuracy of the offer lays with the Leader of the Consortium.

The Project manager has to acknowledge the reception of the offers. The offer is valid 14 calendar days after the final date of submission. The Project manager can ask for an extension.

If clarifications are required on the request, any of the contacted Framework Contractors (the Leading Partner in the case of a consortium) may consult the Project Manager. The Project manager must answer as rapidly as possible by sending the question/request for clarification and the answer to all the Framework contractors simultaneously. The Contracting Authority is expected to fix a new deadline for submission of offers if justified by the type of problem raised and its impact on the preparation of the offers.

The framework contractor is entitled not to make an offer if the deadline for submission of offers falls within the minimum periods indicated in the item 7.4 below.

### 7.3 Evaluation

Only **admissible** offers will be evaluated. The criteria of admissibility of the offers are the following:

- the deadline for the submission of offers has been respected
- the offer complies with the assignment eligibility rules with regard to the event coordinators ' nationality
- the proposed flat rates (and possible fees) do not exceed the contractual amount
- when appropriate, the maximum budget has been respected

The Contracting authority selects the offer with the best value for money using a 50/50 weighing between technical quality score (points given reported to highest point given) and the financial score.

Technical quality is evaluated on the basis of a) the methodology (if requested) which describes the services offered due to reflect the requirements of the Specific ToR's and b) the CV's provided. For the financial evaluation, the score (lowest total reported to the total) for total of the flat rates (and fees when relevant to the assignment) and the score (lowest total reported to the total) for the total of the reimbursable costs (except these under Direct costs) will be taken into consideration and weighted 50/50.

The Contracting Authority will have up to 14 calendar days to evaluate and notify the results to Framework Contractors which submitted an offer. After this period, the Framework Contractors are no longer bound by their offer. Under exceptional circumstances, the Contracting Authority may however ask in writing for the Framework Contractor to extend the validity of his offer.

#### **7.4 The Specific Contract**

The Specific Contract is a unit price-based contract, drawn up in accordance with the standard format (draft shown in the annex). The financial offer (breakdown of prices) and CV's together with the Specific Terms of Reference and the possible methodology, form an integral part of the Specific Contract.

The list of participants indicating the services required per participant and with the data relevant to the service must be notified to the selected Framework Contractor at least

- 2 weeks for up to 15 participants
- 3 weeks between 16 and 100 participants and
- 5 weeks for as from 101 participants.

In case these periods are not respected, the Framework Contractor is entitled

- before the signature of the Specific Contract, to either modify its offer or withdraw its original offer;
- after the signature of the Specific Contract, to have a rider based on a modified offer or terminate the contract without penalty.

The Specific Contract comes into force when notified by fax, normally on the day of its signature by the Contracting Authority for the individual assignment. The expenses are eligible for funding from that date.

No price revision applies to the Specific Contracts.

#### **Reimbursable**

The unit prices foreseen under the breakdown for Reimbursable are indicative only. They are to be considered as a provision and a change to the individual (unit) value incurred does not require a written ex-ante approval by the Contracting Authority, provided that the total amount of the Reimbursable is not affected. The reimbursement will be made on the basis of the real costs, according to supporting documents.

However, the fees of the additional event coordinator and/or Management team member required to participate in briefing/debriefing are **fixed** in the Specific contract.

#### **7.5 Assignment evaluation**

For each assignment, the corresponding Contracting authority will evaluate the performance of the Framework Contractor. It will use the form attached in annex 9 to this end. The evaluations of the performance of all assignments contracted under the Framework contract will be recorded in a Commission internal database.

The performance evaluation will be sent to the Framework Contractor after the final approval of the outputs. The Framework contractor will be invited to provide comments within a period fixed in the notification of the evaluation but not less than 7 days.

Following these comments, if the Contracting Authority maintains its version, it notifies the FWC'r of its decision and records its assessment together with the comments received from the FWC'r in the FWC performance database.

If the Contracting authority modifies its assessment, it notifies the new version for comments with a new period for reaction following the same procedure as for the initial version.

The records of this database will be available to the evaluators in the FWC procedure who are bound by their confidentiality statement.

### **7.6 Sub-standard performance**

When the outputs as requested in the Specific Terms of Reference are not delivered or are not considered acceptable by the Contracting Authority (which has justified its position), the Contracting Authority may link the percentage of the total payment directly to the delivery and/or quality of the outputs.

Should it appear that a Framework Contractor is repetitively either unable (or not willing/interested) to make offer or its offers are technically bellow expected standards or its performance is frequently sub-standard, this will be considered as a breach of its obligations under the FWC and the Contracting Authority may either suspend this Framework Contractor for a given period from receiving any Requests or, ultimately, terminate the FWC in line with the provisions of the General Conditions.

## **8 ANNEXES**

The templates shown in the annexes are indicative only and they may be modified without notice by the FWC Contracting Authority in the course of implementation of the FWC.