

**ADDENDUM N° 1 TO FRAMEWORK CONTRACT
EUROPEAID/119860/C/SV/MULTI
LOT 5 - CONFERENCES**

The European Community, represented by the European Commission, for and on behalf of the beneficiary countries

("The Contracting Authority"),

of the one part,

and

the consortium led by XXXX and whose members jointly and severally liable to the Commission for the execution of the contract are listed below

- YYYY
- ZZZZZ

("the Framework Contractor")

of the other part,

have agreed as follows:

A. The following provisions of the Special Conditions of the Framework Contract EuropeAid/119860/C/SV/multi concluded between the Contracting Authority and the Framework contractor on 8 September 2005 (the "Framework Contract") are hereby replaced as follows:

Article 3 - Contract value

The Framework Contract has no contractual amount or maximum budget. The Specific Contracts, established in euro, may be concluded as either fee-based contracts or global price contracts based in both cases on the fees brackets defined in Annex V. The contractual amount is fixed at the level of each individual assignment and this amount including any addendum to the initial assignment must remain below 200,000 euros.

A revision of prices may take place as from the 16th September 2007. The revision applies to the flat rates of the global financial offer.

This revision shall be determined by the trend in the consumer price index MUICP published by the Office for Official Publications of the European Communities in the Eurostat monthly bulletin (Theme 2 Economy and Finance, Collection Detailed tables, Money, finance and the euro: Statistics).

Revision shall be calculated in accordance with the following formula:

$$Pr = Po \frac{Ir}{Io}$$

where

Pr = revised price;

Po = price in the original global financial offer;

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

Ir = index for the month of July 2007.

Article 5 - Period of implementation

The Framework Contract implementation shall end on the 15th of September 2009. However, for Requests for Services sent by this date, the offers can be presented and the subsequent Specific contracts signed normally.

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EUROPEAID/119860/C/SV/MULTI
LOT 5 - CONFERENCES

The schedule and the time awarded for the implementation of each individual assignment will be specified in each Specific Contract.

B. In Annex II "Global Terms of Reference", the following modifications apply:

a. In the article 3.1 A 1) "Air tickets", the first and second sentences shall be replaced by:

"These must be economy class *unless required otherwise in the Specific Terms of reference* (and must include airport tax and, where appropriate, any charges for making the tickets available for collection at the airport of departure). 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."

b. In the article 3.1 A 3) "Car", the first sentence shall read:

"If a participant wishes to travel to a conference by car, he will be refunded the cost of a *first class* rail ticket for the equivalent journey (*the original text between parentheses is deleted*)."

c. In the Article 3.1.D "Management and payment of the daily allowance to participants", the first sentence shall read:

"For every overnight stay and when indicated the Specific Terms of Reference, each participant may be entitled to receive a daily allowance *of which the amount is fixed in the Specific Terms of Reference*."

d. The Article 3.1 O is replaced as follows:

"O. Selecting and recruiting a moderator *and/or an additional event co-ordinator*:

The Framework Contractor may be required to recruit one or more moderators whose task will be to moderate discussions at the conference *as well as an additional event co-ordinator*.

The Specific Terms of Reference for each assignment will specify the level of specific professional experience, *cultural knowledge*, knowledge of the conference subjects and/or languages required.

Their flight tickets must be of economy class, their per diem are payable per overnight (except when the night is spent in the plane / train. The per diem are these of the date of the Request as published on the Internet. Other rules spelled out in Article 3.1.A applicable to the participants apply also to them.

The moderator may not be required to deliver any expertise directly related to the topic being addressed by the event."

e. In the Article 8.1.2. "Offer", the fourth paragraph shall read:

"The Framework Contractor will submit a) the CV of the moderator(s)/*additional event co-ordinator(s)* proposed together with his (their) Statement of Exclusivity and Availability and b) the Breakdown of prices. *If the moderator / additional event co-ordinator of the selected offer is not acceptable, the framework contractor will be invited to submit an alternative CV.*"

And the following sentence is added at the end of the article :

"The framework contractor is entitled not to make an offer if the deadline for submission of offers falls within the minimum periods indicating in the article 8.1.4 ."

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f. In the article 8.1.3. "Evaluation", the second sentence is replaced by:

"The evaluation will check the technical conformity with the Specific Terms of Reference requirements. The offers which are technically conform will be evaluated and the financial evaluation will be based on the total cost of the flat rates."

g. The article 8.1.4. "The Specific Contract", is replaced as follows:

"The Specific Contract signed by the Contracting Authority, together with the list of participants indicating the services required (with the data relevant to the service), must be notified by fax 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 to withdraw its offer and refuse the Specific Contract.

The contract will come into force the day of its signature by the Contracting Authority for the individual assignment.

It is a unit price-based contract and will be drawn up in accordance with the standard format (draft shown in the annex). The Breakdown of prices and the Specific Terms of Reference form an integral part of the Specific Contract. Any expenses incurred by the Contractor before the date of signature by the Contracting Authority are not eligible for funding."

All other terms and conditions of the Framework Contract remain unchanged. This addendum shall enter into force on the later date of signature by the Parties.

For the Framework Contractor

Name:

Title and
name of the firm:

Signature:

Date:

For the Contracting Authority

Name: Koos Richelle

Title: Director General
of EuropeAid -
European Commission

Signature:

Date: