

GLOBAL TERMS OF REFERENCE OF THE FRAMEWORK CONTRACT

LOT 5: CONFERENCES

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ANNEXES

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1 BACKGROUND INFORMATION

1.1 Beneficiaries

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 Framework Contract has no overall contractual amount or maximum budget. The contractual amount is fixed at the level of each individual assignment and this amount, including any addendum, will not exceed 200,000 euros¹. The funding for the various assignments will come from the different budget lines for external aid.

1.2 Contracting Authority

The Contracting Authority for the Framework Contract will be the European Commission on behalf of beneficiary countries. The Contracting Authority for each individual assignment carried out within the context of the Framework contract may be the European Commission acting on behalf of countries receiving external aid or it may be decentralised authorities which are responsible for managing the programmes concerned.

2 CONTRACT OBJECTIVES

The objective of the Framework Contract is to provide, via individual assignments through Specific Contracts, short term logistical support which can be mobilised at very short notice (normally within 3 weeks). The quality of this support must be guaranteed by the selected Framework Contractors who possess the appropriate internal or external technical skills. This support will be provided for the exclusive benefit of the country receiving the external aid.

Logistical support may cover any aspect within the overall sector of Conferences organisation as indicated non-exhaustively in the annex attached to these Global Terms of Reference.

The objectives and outputs of each individual assignment will be described in the Specific Terms of Reference which describe each individual assignment and which are part of each Specific Contract.

3 SCOPE OF THE WORK

3.1 Technical content

The Annex 1 indicates the technical content of the assignments. Further details will be provided in the Specific Terms of Reference. The following services may be covered:

A. Booking, purchasing, changing, cancellation, delivery of travel tickets

1. Air tickets: These must be economy class (and must include airport tax and, where appropriate, any charges for making the tickets available for collection at the

¹ *In some specific cases (where the Practical Guide to contract procedures financed from the General Budget of the European Communities in the context of external actions is not of application) this ceiling may not be applicable. The contractual amount allowed for each specific Contract will then reflect these cases.*

airport of departure). Bookings for any but the usual routes, and tickets for any class other than economy, must be expressly authorised beforehand by the Contracting Authority of each assignment. A special contingency of 10% of the flight costs will be foreseen to face unforeseen increases.

2. Rail tickets: Where more appropriate (generally for one-way journeys not exceeding a distance of 400 km and not including a sea crossing which can only be made by boat), travel may be arranged by rail rather than air (first class for international journeys, second class for domestic journeys). Where the Framework Contractor cannot fulfil these conditions and proposes an alternative, the beneficiary's Project Manager of the relevant assignment must authorise the alternative beforehand.
3. Car: If a participant wishes to travel to a conference by car, he will be refunded the cost of a rail ticket for the equivalent journey (first class for international journeys and second class for domestic journeys). If several participants travel by the same car, only one reimbursement will be authorised. Evidence of the journey by car must be received from the participants.
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. Should there be no reaction from the Contracting Authority, the change cannot take place. 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 Contractor.
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.

Travel arrangements will be made on the basis of a list of participants transmitted by the Contracting Authority. Any changes requested by the Contracting Authority's should be notified to the Framework contractor as rapidly as possible. Should those changes result in extra costs, those costs will be notified to the Contracting Authority and if accepted, charged to the contract. The Framework Contractor will be responsible for all aspects of the travel arrangements including direct contacts with participants, when necessary. The list of participants as well as the contacts details to reach them will be provided by the Contracting Authority of each assignment.

B. Assistance with obtaining visas

The Framework Contractor must assist participants in obtaining in due time any visas they may need in order to travel to the venue of the conference. Such assistance will consist of the provision of all the information and documentation (e.g. administrative forms) required by the participants in order 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 3.1.D).

Refunds must be made solely upon presentation of the original passport, endorsed with the appropriate official stamps, and/or of the official receipt issued by the appropriate consular department. To obtain reimbursement in turn, the Framework Contractor must keep copies of these documents for audit purposes.

C. Production and Distribution of invitations (letters or cards)

The Framework Contractor will be responsible for producing and distributing invitations to participants, using models provided by the Contracting Authority where appropriate. Where the Contracting Authority so requests, invitations may take the form of cards.

D. Management and payment of the daily allowance to participants

For every overnight stay and when indicated the Specific Terms of Reference, each participant may be entitled to receive a daily allowance within the limit of the rate published by the Commission and in force on the date of the Request.²

The daily allowance covers all costs to participants, including hotel accommodation, meals, telecommunications charges, local transport (intra-city), such as transfer to and from the airport and other minor expenditure. The daily allowance will be paid on the basis of the number of nights spent by the participant at the conference venue. The Framework Contractor must undertake to get participants to sign a daily attendance list at the event and this will be taken as supporting documentation for each daily 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).

The Framework Contractor will be required to pay the daily allowance in the form required by the Contracting Authority. The following forms of payment are acceptable:

- a) The Contracting Authority asks the Framework Contractor to settle the hotel bill and the cost of the transfer from airport to hotel and back. In this case, the participant will receive the balance of the daily allowance at the hotel or conference venue, or it will be paid into the bank account referred to below. This will be the usual method.
- b) The participant receives the daily allowance on arrival at the hotel or the conference venue and pays all accommodation and other costs covered by the allowance directly himself.
- c) The amount is paid – at the cost of the participant - into a bank account of the participant's choice, in his country of residence, and he himself settles all bills for accommodation and any other items covered by the daily allowance. In this case the Framework Contractor will be responsible for obtaining the necessary bank details from participants.

Whatever method is selected by the participant, and unless the service is specifically declined by a participant, the Framework Contractor will be responsible for finding accommodation and making reservations.

² Available on the EuropeAid internet site on:
http://europa.eu.int/comm/europeaid/perdiem/liste1_en.htm. The per diem to be used is the one in force on the date of the signature of the Request for services.

Where accommodation, meals, transport etc. are provided at no direct cost to the participants, any daily allowance must be reduced accordingly by deducting the costs incurred from the published daily allowance rate.

E. Preparing name badges and conference kits and distributing them to participants

The conference kits must bear the Commission's logo, the conference title, the place and date of the conference and anything else that may be indicated in the Specific Terms of Reference. The kits must include all the documentation requested by the Contracting Authority in the Specific Terms of Reference and be in accordance with the EU's visibility guidelines for external actions, where appropriate.²

F. Insurance

Where the Contracting Authority so requests in the Specific Terms of Reference, the Framework Contractor will ensure that participants are covered by a medical, accident and repatriation (where appropriate) insurance..

G. Hotel reservations

Reservations must be made in the category of hotel as specified in each Specific Terms of Reference, in the city and/or part of the city indicated. 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 facility of reservation, he shall notify the Framework Contractor in due time.

The Specific Terms of Reference will also 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.

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.

H. Local assistance by a team of hostesses/stewards

Where the Contracting Authority so requests in the Specific Terms of Reference, the Framework Contractor is responsible for ensuring a local assistance is available throughout the event, for example:

- 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.

² See EU visibility guidelines for external actions, on the EuropeAid internet site at http://europa.eu.int/comm/europeaid/visibility/index_en.htm

I. Local transport

Where the Contracting Authority so requests in the Specific Terms of Reference, the Framework Contractor is responsible for ensuring a local transport is available throughout the event, for example:

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

J. 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.

K. Additional premises

At the Contracting Authority's request, the hire of additional premises for secretarial work during the conference may be necessary. The premises must have a telephone line, internet access, a PC with laser printer and appropriate software, copying equipment, etc.

L. Hire of appropriate conference equipment

Where the Contracting Authority so requests in the Specific Terms of Reference, the Framework Contractor is responsible for hiring appropriate conference equipment throughout the event. 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.

M. Provision of interpreters

The Framework Contractor will 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 may be required.

N. Lunches/dinners/cocktails/snacks/drinks for participants

Where the Contracting Authority so requests in the Specific Terms of Reference, the Framework Contractor is responsible for organising meals throughout the event.

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 any cultural, religious or personal specificity of participants into consideration and provide suitable food/drinks.

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

O. Selecting and recruiting moderators' services

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 level of specific professional experience, knowledge of the conference subjects and languages required by each moderator to be engaged.

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

P. Drafting and distribution of approved summary records, proceedings and/or press releases

The Framework Contractor may be required to 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 must receive the prior approval of the Contracting Authority and will be written in the language(s) requested by the Contracting Authority.

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 etc. If it is the case, no extra charges will be accepted.

3.3 Offer

The Contractor has the obligation to make offer for each Request sent to him. If he is not in position to make an offer, a justification must be provided by the deadline for submission of the offer at the latest. He is responsible for selecting services in line with the requirements described in the Specific Terms of Reference and for preparing the financial offer in line with the financial conditions fixed at the level of the Framework Contract. In the case of a Consortium, the quality and accuracy of the offer lies ultimately with the Leading Partner of the Consortium. The Contractor will also obtain from the proposed moderator(s) his/her/their (individual) Statement of Exclusivity and Availability (see Annex 7).

An offer comprises two components: a) Flat rate and b) Reimbursables.

a) The **Flat rate** component covers all the Contractor's costs in order to manage the contract, the costs of an audit for each assignment as well as the Contractor's commercial margin. It covers therefore inter alia the management team and supporting staff costs, all administrative costs (offices, communications etc.) etc. but does not include the costs of the reimbursable items provided by third parties. For items A to E of point 3.1 above, it is a unit rate expressed by participant. For items F to P, it is a global flat rate independent from the number of participants benefiting of the service. The Flat rate proposed by the Tenderer and defined in the Framework Contract is the maximum amount. Therefore the flat rate amounts proposed for each individual assignment will correspond to the

Framework Contractor's best offer and can not exceed this maximum. As shown in the Global Financial proposal template and depending on the type of services, the Flat rate is linked to the number of participants (A to E) or is independent of it (F to P). For a given assignment, only one rate may be proposed per type of service, corresponding to the number of participants, when relevant.

b) The **Reimbursables component** corresponds to services that are provided by third party service providers identified by and under the responsibility of the Framework Contractor to enable him to deliver the requested outputs. The moderator has to be agreed by the Contracting Authority. They will be reimbursed only upon presentation of original supporting documents provided by those service providers.

The list of items defined under 3.1 is considered as exhaustive.

3.4 Assignment implementation

The Contractor, who is notified that his offer is accepted in the form of a Specific Contract, is responsible for all administration in relation to the assignment.

Ensuring the quality of the assignment is one of the key responsibilities of the Contractor. He is fully responsible for the quality of the outputs requested. In the case of a consortium, quality control is the ultimate responsibility of the Leading Partner.

3.5 Invoicing

Once the report or other required outputs are accepted, the Contractor will invoice the Contracting Authority identified in the Specific Contract. In the case of a Consortium, the invoice will be sent by the Leading Partner of the Consortium, which is responsible for the accuracy of the invoice and of the supporting documents. The Contractor is also responsible for the timely payment of the service providers. The Contracting Authority is in no way liable for any payment to those service providers.

The invoiced costs will be paid on submission of the audit certificate certifying that all flat rates and reimbursables are eligible. For reimbursables, the audit will be based inter alia on the original supporting documents: ticket stubs, boarding passes, invoices and evidence of payment etc. All costs accepted by the Contracting Authority must have been specified in the Financial offer. The latter may not contain any Contingency ("Reserve") with the exception of the 10% contingency for flights costs.

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

The unit prices foreseen under the breakdown for Reimbursables are indicative only. They are to be considered as a provision and any change to the individual (unit) value incurred does not require any written ex-ante approval by the Contracting Authority, provided that the total amount of the Reimbursables is not affected. The reimbursement will be made on the basis of the real costs, as justified by the appropriate supporting documents. Modification of the quantity of the items or introduction of a new item is only subject to written ex-ante approval by the Contracting Authority.

3.6 Assignment Management

The management of each individual assignment will lay with the Authority that has initiated it unless specified otherwise in the Specific ToRs. Within this authority, a Project

Manager will be identified, whose role is to oversee the implementation of the assignment and to liaise with the Contractor's Project Manager.

4 LOCATION AND GEOGRAPHICAL COVERAGE

Conferences may be held in any Member State of the European Union or any third country.

The Specific Terms of Reference for each assignment will clearly specify the venue (country and city or part of the city) of the conference as well as the number and the place of departure of the participants. The service required per participant (group of participants) will be also identified.

The Contractor will be supported by the largest possible world-wide network of associated partners specialised in the events organisation sector which will be able to provide the necessary support locally.

5 LOGISTICS AND TIMING

5.1 Commencement date, period of execution

Framework contract: It is anticipated that the Framework Contract is expected to commence on 15th April 2005 and will terminate on 31st March 2007. The Contracting Authority may, at its own discretion, extend the Framework Contract for a single period of a further 2 years. Any subsequent extension of the Framework Contract would be subject to satisfactory performance by the Framework Contractor.

Specific Contracts: the Request for Services will indicate the intended starting date and duration of each individual event. The actual start date will be specified in the Specific Contract and confirmed or otherwise specified by the Project Manager once the Specific Contract has been signed.

The total duration (including all addenda) of a Specific Contract may not exceed 24 months (730 calendar days).

6 REQUIREMENTS

6.1 Consortia

In the case of a Consortium, the Leading Partner is ultimately responsible for all contractual and financial aspects of the Framework Contract and the individual assignments and is the only formal contact point between the Contractor and the Contracting Authority.

Sub-contracting of any aspect of the management and / or administration of the Framework Contract is not authorised.

6.2 Staff

6.2.1 Framework contract and individual project Management, Backstopping & support staff

The Contractor must make available an appropriate management and backstopping mechanism, Quality control system, secretariat and any other support staff that he considers to be necessary in order to implement this Framework Contract. All support staff shall have sufficient command of foreign languages to be able to easily maintain contact with the Project Managers. Therefore a working knowledge of French and English is required, while knowledge of Spanish and Portuguese would be an advantage.

The Management Team

The composition of the management team will be determined by the Framework Contractor, however it will comprise as minimum

- one Project Director, who will have the overall responsibility for the running of the Framework contract as well as for the all contacts with its Contracting authority and
- one Events Co-ordinator to deal with any technical questions related to the execution of each specific contract.

In particular, the management team shall ensure the provision of high-quality services throughout the assignment. It will also be responsible for the day-to-day management of the Framework contract. The CVs of the Management team members and Events Co-ordinator(s) will form part of the Framework Contract and be included in Annex IV.

The management team member(s) will have at least 10 years of professional experience in the sector and, additionally, within those 10 years:

- the Project Director must demonstrate an experience of a minimum of 5 years in a senior management position. He/she shall have a proven experience in international contract management including contracting of conference/events-related services, invoicing etc.
- the Event co-ordinator must demonstrate a minimum of 5 years experience in organising events on international level and in a multi-cultural environment.

Those staff members will not be necessarily full time assigned to the Framework contract.

For each event, at least one person will be appointed to be responsible for that specific contract (this may be the event co-ordinator). In the case this person is mobilised outside of the FWC Headquarters, only the travel costs and per diem will be paid as an additional cost.

The Support Team

The Management Team should be assisted by a team of support staff with the qualifications required in order to ensure outstanding service to the beneficiary authorities. The Support Team will have the capacity to respond to any request to submit an offer with the shortest possible period.

The cost of the contract management, of the backstopping mechanism, of the Quality control, of the secretariat and of the support staff is to be considered as an overhead and integrated in the flat rates.

The Framework Contractor must be able to demonstrate at all times that staff are employed in accordance with the legislation of the country in which he is established.

The Framework Contractor must obtain written undertakings from all staff assigned to the execution of each specific contract that they will treat as confidential any information they acquire in the course of carrying out their duties, even after they have completed all work on the contract.

6.3 Facilities to be provided by the Contractor

The Framework Contractor will be required to install at least one telephone line specifically dedicated to executing this Framework contract and must have the necessary fax equipment and computer terminals, connected up to the reservation systems of passenger transport (air, land and sea) or other service providers, to enable him to provide any information and make reservations at the shortest notice. The Framework Contractor must also be permanently connected to the Internet and be capable of handling e-mail messages.

The Framework Contractor must also transfer funds as necessary to support its activities under the contract and to ensure that its employees are paid regularly and in a timely fashion.

If the Framework contractor is a consortium, the arrangements should allow for the maximum flexibility in operation implementation. Arrangements offering each consortium partner a fixed percentage of the work to be undertaken under the contract should be avoided.

6.4 Equipment

No equipment is to be purchased on behalf of the Contracting Authority / beneficiary country within the context of this Framework contract (neither in the context of individual assignments).

6.5 Office facilities and secretarial expenses

Framework contractor's office-related costs which may include office rental, communications (fax, telecommunications, mail, courier etc.), and secretarial services both in the Contractor's Headquarters **and** in the beneficiary country are considered to be included within the overhead and therefore within the flat rate. No costs of this nature may be charged in addition.

Reports will be made available in 3 hard copies and 1 electronic version (Word) at no extra charges.

No office, secretarial or communication facilities will be provided by the EC Delegations or the beneficiary.

6.6 Obligations of the Framework Contractor

The Framework Contractor shall carry out the duties entrusted to it by the contract loyally and impartially and in accordance with best professional practices. It shall maintain complete independence in relation to all individual organisations or government bodies. It shall observe the strictest neutrality with regard to views and opinions, particularly in the field of politics or religion, held in the country where the assignment will be executed. It shall also respect all laws and regulations in force in the country where the assignment will be executed. It may not divulge, or use for its personal profit or for the profit of a third party, any information that it may receive in executing the project. It shall supply the Contracting authority with any information relating to the execution of the project that it may reasonably request.

The service providers intervening under this contract shall also be bound by the above obligations.

7 REPORTING

7.1 Reporting requirements

For the Framework Contract: a yearly report will be provided to the Framework Contract Contracting authority within one month following each year of operations. This synthetic 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 Framework Contract 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 Contractor has replied, the number of Specific Contracts received, the amounts contracted and paid etc. A standard template for these annexes will be provided to the Contractor in due time. A Final report summarizing the aspects above among others will be required at the end of the Framework Contract. It must be delivered within one month following the end of the contract.

For each Specific Contract: After each event, within two weeks unless otherwise specified in the Specific Terms of Reference, the Framework Contractor will present a report (3 hard copies and an electronic version) comprising a technical part related to his 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 rate that will be charged.

Specific Terms of Reference may request additional information to be included in the final report. Other reporting requirements (number of copies, format, language(s) etc.) of each Specific assignment will be detailed in the Specific Terms of Reference for the individual assignments.

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 their related travel and accommodation costs will not be reimbursed by the European Commission or financed from this contract.

The Framework Contractor must keep all the documents related to the Framework contract implementation for a period of seven years following the closure of the Framework contract. Besides finance-related documents (copies for the invoice supporting documents), the Contractor must also keep all Requests received, correspondence with the Contracting Authorities etc.

8 CONDITIONS OF IMPLEMENTATION

8.1 Procedures

This is a multiple Framework Contract. It is concluded on the same terms with a minimum of 4 service providers.

In order to guarantee equal treatment between the companies retained for each lot of the Framework contract, within each lot, the Framework contractors shall receive a number of requests in an overall balanced way.

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

For each assignment, a Specific Contract containing the Specific ToRs will be issued and will be signed in accordance with the respective clauses of the Framework contract.

8.1.1 Request to submit an offer

Three Framework Contractors 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 using a standard template, the Specific Terms of Reference (model annexed) which will state, inter alia, the venue, and service required as well as the list of participants with names and the service required per participants (or per group of participants) should those services not be the same for all of them. The request will indicate the deadline for the Contractor to respond to the request, the period of the event, the maximum or indicative budget, the Contracting Authority, the eligibility rules etc.

The three Framework Contractors contacted must send by return mail an acknowledgement of receipt of the Request (fax may only be used in exceptional cases).

8.1.2 Offer

The Contractor will dispose of a minimum of fourteen calendar days (counted from the date of dispatch of the Request) to prepare and dispatch (by e-mail) its offer.

The request may allow for a longer period of submission of offers taking into account factors such as the complexity of the assignment. In exceptional cases, the request may give a shorter period of submission of offers. If at least one Framework contractor notifies back, within one working day, its refusal to make offer within less than 14 days, the Request will be cancelled or re-launched (with a minimum of 14 days to make offer), as appropriate.

The offer will, according to the template, provide a detailed budget breakdown as well as the total cost for rendering the requested services.

The Framework Contractor will submit a) the CV of the moderator(s) proposed together with his (their) Statement of Exclusivity and Availability and b) the Breakdown of prices.

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 by e-mail (fax may be used in exceptional cases only). The Project manager must answer as rapidly as possible by sending the question/request for clarification and the answer to all three Framework contractors simultaneously. The Contracting Authority may 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.

By signing the Statement of Exclusivity and Availability, the moderator commits himself to

- a) allow only one Framework Contractor to present his CV for a given assignment;
- b) work exclusively for a given assignment during the days charged to the related Specific Contract (one working day may not be charged to more than one project/assignment)
- c) remain available to start and perform the assignment as scheduled in the Terms of Reference.

8.1.3 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 experts' nationality
- the flat rate proposed does not exceed the contractual amount
- when appropriate, the maximum budget has been respected

The offers which are admissible will be evaluated on the grounds of the total cost of the flat rates.

If the moderator of the selected offer is not acceptable, the framework contractor will be invited to submit an alternative CV.

The Contracting Authority has up to fourteen calendar days to evaluate, accept or reject the offer and notify the first ranked Framework Contractor. During this period, the Framework Contractor may not alter his offer on his own initiative.

After this period, the Contractor is no any longer bound by its offer. Under exceptional circumstances, the Contracting Authority may however ask in writing for the Framework Contractor to extend the validity of his offer.

The three Framework Contractors will be notified about the result of the evaluation as soon as possible.

8.1.4 The Specific Contract

The Specific Contract is a unit price-based contract and will be drawn up in accordance with the standard format (draft shown in the annex). The contract will come into force the day of its signature by the Contracting Authority for the individual assignment. 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.

8.2 Assignment evaluation

A Framework Contractor's performance evaluation scheme will be put in place. Whilst its details will be fixed in due time, it is anticipated that its key features will be the obligation for the Specific Contract Contracting Authority to complete an assignment evaluation sheet.

It will be send to the Framework contractor for comments to be provided within a limited period and not exceeding the number of pages to be fixed. Both the evaluation sheet and the comments received will be available on the Commission Intranet, accessible to Commission (AIDCO) staff only.

The implementation of the FWC is frequently negatively affected by false availability statement made by some experts. Indeed, in spite of their written commitment to be available, they declare themselves unavailable - without any acceptable reasons (sickness or *Force majeure*) - once the Specific Contract is notified. The situation may occur also for the moderators. Since the process foresees that those experts may not be eligible for other Commission funded projects, the list of experts/moderators not respecting their declaration will be made available to the Commission staff. This information could be also made available to the Framework contractors.

8.3 Sub-standard performance

Should it appear that a Framework contractor is repetitively either unable (or not willing/interested) to make offer or its performance is frequently sub-standard or not compliant with the Terms of Reference, the Contracting Authority may either suspend this Framework contractor for a given period from receiving any Requests or, ultimately, terminate the Framework contract in line with the provisions of the General Conditions.

9 TAX ARRANGEMENTS

The Request will provide the necessary information regarding notably the VAT related to Reimbursables.

10 ANNEXES

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