

EUROPEAN COMMISSION

DIRECTORATE GENERAL ECONOMIC AND FINANCIAL AFFAIRS Resources External communication

GENERAL INVITATION TO TENDER No 2005/ECFIN/R4/01

Title: Call for tender for the organisation of events and exhibitions

TERMS OF REFERENCE

These specifications follow the publication of

- the prior information notice in OJEU 2005/S-141-139749 dated 23/07/05
- the contract notice in OJEU 2006/S 1-000101 dated 04/01/2006

Part 1:	Technical description	2
Part 2:	Administrative details	
Part 3:	Assessment and award of a contract	15
Part 4:	Draft service contract.	25
Annex 1:	Financial Proposal	55
Annex 2:	Financial Identification Form	
Annex 3:	Legal Entity form	79
Annex 4:	Declaration of the candidate's eligibility	80
Annex 5:	Letter of submission of tender	81

PART 1: TECHNICAL DESCRIPTION

1. NATURE OF THE CONTRACT

The European Commission (the awarding authority) wishes to establish up to three framework service contracts for the organisation of events and exhibitions.

The precise timing and volume of the services to be provided under the contracts to be signed on the basis of this tender cannot be specified in detail in advance. Therefore the contracts will take the form of framework contracts. However, they will be binding on both parties as regards the price, the basic terms under which the work is carried out, the nature of the work and the duration of the contracts.

Following the call for tenders, up to three contractors will be selected and framework contracts signed with them. The retained contractors will be ranked in descending order on the basis of the results of the tender evaluation procedure.

At the time of the awarding of individual contracts, the Commission will firstly address a contract specific terms of reference to the first contractor on the list. In the case where the first contractor is unable to perform the work, the terms of reference will be addressed to the second contractor, under the same conditions, and eventually to the third, should the second be unable to perform the work.

The call for tender consists of two lots:

- (1) organisation and management of events (e.g. conferences, seminars, workshops)
- (2) organisation and management of exhibitions and the development of information stands and all related tasks

Tendering companies may submit offers for one or both lots. In the latter case a separate offer for each lot must be submitted.

2. BACKGROUND

In accordance with the provisions of the Treaty on European Union (EU), the Directorate-General for Economic and Financial Affairs (DG ECFIN) of the European Commission has specific tasks in the area of economic policy coordination and economic and monetary union.

Ensuring the smooth functioning of the economic and monetary union is a key task for the DG. Activities include: economic surveillance, monitoring of budgetary policies, public finances, economic policy coordination and forecasting, integration of EU capital markets, economic relations with third countries and financing operations for the EU budget.

The Directorate-General for Economic and Financial Affairs conducts information and communication activities on EU economic policy decisions and their consequences, as part of the European Commission's information and communication strategy, which is intended to increase EU citizens' understanding of Community policies and issues.

The DG is also in charge of implementing the Prince Euro programme, an information programme for the European citizens which funds priority information campaigns on EMU, the euro and economic policy.

This programme is intended to be an efficient means of communication and dialogue between the general public and the Community institutions. It operates on the basis of close cooperation with the authorities of the Member States, and thus takes account of specific regional and national characteristics.

The programme consists of:

- partnerships with the Member States (funding of Member States' own communication activities in this area)
- information campaigns in Member States and third countries;
- development of information instruments (conferences, publications, exhibitions, audiovisual products etc.).

Of these activities, this call for tender covers only information campaigns in the Member States and third countries and the development of information instruments.

3. OBJECTIVES

The services called for by the Commission should enable it not just to improve the coordination of information and communication activities in the fields of EMU, the euro and economic policy, but also to further develop its information and communication policy in those areas. Ultimately, the aim is to raise awareness of the rules and policies underpinning economic and monetary union.

The events referred to are intended to communicate the DG's work and objectives to both to the general public and more specific target groups. It is intended to organise a standard conference for adaptation to the individual new Member States on the EU's economic situation, economic policy coordination, EMU, and above all the practical preparations for the introduction of the euro. The subjects of other events might include improving understanding of the euro, explaining the role and functions of EMU, and explaining the functioning of the financial markets in the euro-area to experts both in the EU and outside.

Exhibition-related activities include logistical support for existing exhibitions and information stands which the Commission plans to put on, possibly in co-operation with organisers and/or co-organisers in one of the EU Member States or elsewhere, the production of information products such as modular exhibition stands, posters, information panels, information display and stands, and any other information material needed for an exhibition.

4. **DESCRIPTION OF TASKS**

4.1. <u>Tasks to be performed by the contractor</u>

Lot 1 - Organisation and management of events (e.g. conferences, presentations/lectures, seminars, workshops)

Maximum value (four years) 6.000.000 euros

The planned activities must enable the Commission to organise events to provide information and communicate the Commission's policy either to the general public or to specific target groups.

It is intended to organise a standard conference, to be adapted to the individual new Member States on the EU's economic situation, economic policy coordination, EMU, and in particular the practical preparations for the introduction of the euro. Other objectives for events might also include improving understanding of the euro, and explaining the role and functions of EMU, as well as the functioning of the financial markets in the euro-area, to the public and to experts in other economic regions of the world.

Activities may include:

- prospecting the market and identifying target groups
- assistance with creating mailing lists for specific target groups
- all tasks relating to the finding and booking of a venue
- promotion of the event before and during the events
- administrative and financial management
- management of (personalised) invitations and registrations (via e-mail and/or by normal mail if appropriate)
- creation of a sub-site on the DG website for on-line registrations, promotion of the event, for provision of useful documents for participants, speakers and/or possible co-organisers of the event
- creation of planning documents (e.g. planning schedule for the preparations for the conference, detailed planning document for days of the event, etc.)
- conference secretariat and reception arrangements
- provision of hostesses in uniform and with appropriate language skills
- hiring conference and workshop rooms including technical equipment, IT equipment and audio-visual facilities,
- interpreting services, including provision of the technical facilities needed for interpretation respecting the rules and norms requested by the interpretation service of the Commission (SCIC);
 - http://europa.eu.int/comm/scic/interpreting/isostand_en.htm
- translation services,
- recording and transcription of discussions in several languages,
- video recording and live web streaming of discussions and debates
- technical equipment for a video conference
- travel and accommodation arrangements for speakers and funded and non-funded participants,
- provision of catering services; organisation of coffee breaks, lunches/dinners including invitations, etc.
- Publications: production and delivery of announcements/advertisements, conference programmes, information packages, posters, banners, sign posts, conference proceedings (editorial work, graphic design, layout, printing, delivery and dissemination), etc.
- Production of portable stands including all logistical arrangements and or logistic arrangements concerning existing portable stands needed for an event
- Provision of displays for publications incl. all logistic arrangements
- production and delivery of conference material: badges, bags, pens, conference bags, CD-Roms, DVD, etc.
- logistical aspects such as storage of documents, information and promotion material between finalisation of production and the event, their transport to and from the event and their storage at the venue of the event

- co-ordination with and assistance to speakers and special guests (logistic arrangements concerning technical equipment needed for their contribution, submission of their speeches in which format and by which delay etc.)
- provision of gadgets and gifts for participants, speakers and special guests
- follow-up of the event (production and distribution of an evaluation form for participants and production of a report)
- floral arrangement

It should be noted that this list is not exhaustive.

Estimate of annual volume of activities:

- Seminars and workshops (1 or 2 day-events with between 50 and 100 participants): 2 to 4 per year
- Conferences
 - one high-level conference per year with more than 300 participants
 - two international conferences in third countries per year with 250 participants
 - one conference per New Member States in the coming four years with 200 participants
 - one "thematic" conference per year with between 100 and 150 participants

NB: These figures are indicative and have no contractual value

Place of performance:

In most cases events will take place in the EU Member States and in Europe. Conferences outside Europe are likely to take place.

All tasks must be undertaken in the Contractor's premises or any other place indicated in the tender. They cannot be undertaken on the Commission's premises, except in the case of events organised within their own rooms. This exception concerns the tasks related to the implementation phase and is valid for the duration of the event only.

Variable costs:

For works and services which are not included in the price list as they depend on the venue of an event, e.g. transport costs, catering and accommodation costs, in particular those above 3.500 euro, the contractor is obliged to prospect the market prior to sub-contracting. The Commission may also insist that the price request/ call for tenders for the services to be sub-contracted is submitted to the Commission who checks its conformity with the specific contract. In such cases, the contractor prospects the market by requesting offers from at least three companies as soon as the request for services is approved by the Commission. The offers will be presented to the Commission, who takes the final decision.

Lot 2 – Organisation and management of exhibitions and information stands

Maximum value (four years) 1.500.000 euros

The planned activities concern managing and organising existing exhibitions including logistical support, the production and/or up-dating of information stands and the management of existing information stands which the Commission wishes to present, possibly in co-operation with organisers and/or co-organisers in one of the EU Member States or elsewhere. The planned activities also include the production of new exhibition elements and information products such as modular exhibition stands, posters, information panels, information stands/displays, and any other information material needed for an exhibition

These activities may include:

- general coordination with the Commission for the organisation of the event
- contacts with the organisers and/or co-organisers concerning technical and logistical questions before, during and after an exhibition; arranging details of participation with all third parties involved in the events and presentations on the stand (e.g. Member States' authorities and institutions, EU information points, consumer and business organisations, National Central Banks, etc.)
- on-site assistance for the duration of the exhibition (technical support, office support, transport and logistics, etc.)
- promotion of the stand before, during and after the exhibition (e.g. through posters, emailings, creation of internet-subsite)
- creation of planning documents (e.g. planning schedule for the preparations before the conference, detailed planning document for days of the event, etc.)
- reservation and rental of surface area including provision of electricity, lighting, telephone and internet connections, etc.
- provision of hostesses proficient in English and in the language where the exhibition is taking place for the full duration of the exhibition
- production and provision of modular exhibitions and information stands (pop-up stands) adapted to the topic of the exhibition (construction, information gathering, editorial work, design, layout, printing)
- production and provision of other information material (e.g. announcements, invitations, programmes, leaflets, sign-posts, banners, fact-sheets, brochures)
- translation of all texts, slogans and logos into all EU official languages and other languages if required (Russian, Chinese, etc....)
- provision of additional equipment or particular equipment for certain exhibitions and information stands (e.g. reception desks, stools, tables, chairs, displays for documents, table cloths, floral decoration, carpets)
- Transport, assembly and dismantling of information stands and/or the whole set of an exhibition and of all related equipment
- Transport of publications and other promotion material incl. unpacking, display, storing and repacking
- Provision, installation and maintenance of IT equipment (PCs, faxes, telephones, printers, videos, photo-cameras, video-monitors, photocopiers, etc.)
- Travelling and accommodation arrangements for moderators/presenters, speakers, special guests and visitors
- Provision of other services such as: photocopying paper and facilities, interpretation and translation services if needed, catering for get-together/social events at the exhibition stand and management of invitations to these get-together/social events, provision of name-badges and badge holders)
- Planning documents for the days of the event (e.g. agendas, staff planning etc.)
- Documentation of exhibitions and/or specific information stands including photos/videos to be placed on the Commissions' and/or the DG's internet site

- Conception and production of special attractions for children, teenagers and adults (e.g. quizzes, games, etc.)
- Provision of gadgets and presents for visitors and special guests
- Production of a PowerPoint presentation on the stand and/or on the exhibition
- Evaluation of the exhibition/information stands

Estimate of annual volume of activities:

- Management and up-date of the existing Euro Coins Genesis exhibition: 4 x a year
- Production of portable stand kits for the new Member States (approximately 20 stands per new Member States) and up-date of these stands if necessary
- Production of new and/or up-date of existing portable stand kits for delegations (up to 200)
- Production of further stand kits and/or additional panels for various topics
- Production of other exhibition material such as counters, document displays, banners, etc.

NB: These figures are indicative and have no contractual value

Place of performance:

In most cases, tasks will have to be undertaken in one of the EU Member States. Tasks might also take place in one of the accession countries or in one of the candidate countries. In some exceptional cases, services may also be undertaken in other regions of the world.

All tasks must be undertaken in the Contractor's premises or any other place indicated in the tender. They may not be undertaken on the Commission's premises, except in the case of events organised within their own rooms. This exception concerns the tasks related to the implementation phase and is valid for the duration of the event only.

Variable costs:

For works and services which are not included in the price list as they depend on the venue of an event, e.g. transport costs, catering and accommodation costs, in particular those above 3.500 euro, the contractor is obliged to prospect the market prior to sub-contracting. The Commission may also insist that the price request/ call for tenders for the services to be sub-contracted is submitted to the Commission who checks its conformity with the specific contract. In such cases, the contractor prospects the market by requesting offers from at least three companies as soon as the request for services is approved by the Commission. The offers will be presented to the Commission, who takes the final decision.

4.2. Reports and documents

The Contractor is to provide the required reports and documents in English or in French and in accordance with the conditions stated below (Please bear in mind that the purpose of the final report is to enable an **overall** evaluation of the service provided; therefore **all activities** should be finalised before it is submitted).

In order for a report to be accepted and evaluated, the following formal conditions must be satisfied:

- an **original** copy of the report must be sent together with one copy
- the report should be presented in English or French
- the report must contain **the original signature of the legal representative**¹ of the contracting organisation. The representative's name and his or her position/title in the contracting organisation should be given below the signature, which should be accompanied by the organisation's official stamp

The report is presented in two parts.

4.2.1. Activities/Results

The first part of the report refers to the **activities/results**, the aim is to provide a detailed picture of the event and, to this end, should include at least the following information which will enable a quantitative and qualitative analysis of both the project's activities and results:

- a summary of the activities
- an indication of the problems encountered and possible solutions for future events

Depending on the format of the event the following information might be requested by the Commission within the specific contracts:

- the final programme, speeches, slides and documents distributed to the participants
- list of speakers (and, if possible, their CV's) and the complete list of participants
- evaluation of the event from the participants view
- measures to disseminate and transfer the results of the project, including, where applicable, measures to protect the results of the action
- where applicable, the dissemination plan

The second part refers to the **financial report**.

4.2.2. Financial Report

The financial report must give a clear and concise overview of all the expenditure claims related to the specific contract.

- The financial report shall be expressed in Euro
- Depending on the format of the event, the following documents shall be attached to the report:
 - copies of any contracts with subcontractors
 - copies of all invoices relating to subcontracting costs

¹ The legal representative is the person authorised to enter into legal and financial commitments on behalf of the organisation that they represent.

- copies of all offers, on which the choice of the subcontractor was based in accordance with point 4.1 of the specifications
- copies of all invoices relating to the expenditures
- all invoices relating to the claims

If the report does not meet the above criteria, the European Commission reserves the right not to evaluate it until its formal presentation is correct.

5. STARTING DATE OF THE CONTRACT AND DURATION OF THE TASKS

The contract will be signed at the beginning of 2006.

Each framework contract will be concluded for a period of one year from when it is signed. The framework contract may be renewed up to three times under the same conditions each time for a period of 12 months only before expiry of the Contract and with express written agreement of the parties. The total duration of a framework contract may not exceed four years from when it is first signed.

PART 2: ADMINISTRATIVE DETAILS

1. GENERAL TERMS AND CONDITIONS FOR THE SUBMISSION OF TENDERS

- Submission of a tender implies that the Contractor accepts all the terms and conditions set out in these specifications (including the annexes) and waives all other terms of business.
- Submission of a tender binds the Contractor to whom the contract is awarded during performance of the contract.
- Changes to tenders will be accepted only if they are received on or before the final date set for the receipt of tenders.
- Expenses incurred in respect of the preparation and presentation of tenders cannot be refunded.
- No information of any kind will be given on the state of progress with regard to the evaluation of tenders.
- One original and two copies of the tender should be submitted.
- Once the Commission has received the tender, it shall become the property of the Commission and the Commission shall treat it confidentially.
- The protocol on the Privileges and Immunities or, where appropriate, the Vienna Convention of 24 April 1963 on Consular Relations shall apply to this invitation to tender.

2. NO OBLIGATION TO AWARD THE CONTRACT

Fulfilment of adjudication or invitation to tender procedure shall not involve the Commission in any obligation to award the contract.

The Commission shall not be liable for any compensation with respect to tenderers whose tenders have not been accepted. Nor shall it be liable in the event of its deciding not to award the contract.

3. Joint tenders

When a partnership or a consortium is envisaged three cases can arise:

- 1. The offer originates from a consortium already formally set up as a separate and legal entity able to submit its statutes, mode of operation, technical and financial capacity, such as result from the contributions of its various members. It is such a consortium that will bear the technical and financial responsibility for the contract and will present the requested financial guarantee.
- 2. The offer originates from companies not yet having created a consortium as a separate legal entity but planning to constitute one as referred to in item 1, if their joint offer is accepted. In such a situation, the tenderer will have to provide the legal form, the envisaged draft statutes and mode of operation of the consortium, the various technical and financial contributions as well as the guarantees envisaged.

3. The offer originates from companies not wishing to constitute formally a consortium as a separate legal entity and thus constituting effectively an association. In such a case, the offer will be submitted in the form of subcontracting (cf. 4), in which case one of the companies shall assume the total responsibility for the offer. This company will sign the contract in its name, the other companies then being regarded as subcontractors of the first.

In all cases of joint tenders, the information required below under sections 7.1 "administrative information" and under Part 3, sections 1 "exclusion criteria" and 2 "selection criteria" must be provided for all members participating in the tender.

4. **SUBCONTRACTORS**

Where, in a bid, the amount of the services executed by a subcontractor is equal to or exceeds 20% of the contract, the subcontractor must provide all the necessary documents for assessing the bid as a whole with regard to the exclusion criteria, selection criteria (as a whole) and award criteria. Where those services represent less than 20% of the contract, the subcontractor shall not be required to provide documents on his or her financial and economic capacity.

The bid must clearly identify the subcontractor(s) and document their willingness to accept the tasks and their acceptance of the terms and conditions set out in point 1 above.

Tenderers must inform the subcontractor(s) that Article II.17 of the standard service contract will be applied to them.

Once the contract has been signed, Article II.13 of the above-mentioned service contract shall govern the subcontracting.

5. TERMS OF PAYMENT

Payments shall be made in accordance with Article I.5 of the draft framework contract.

6. **GUARANTEES**

• In drawing up his bid, the tenderer should bear in mind the provisions of the standard contract attached to this invitation to tender (Part 4)

The Contractor shall be required to provide a guarantee for pre-financing in conformity with articles I.5.2.1 and II.4.1 of the framework contract. The Commission reserves the right to cancel the pre-financing foreseen, according to its management risk analysis or in the case the awarded tenderer refuses such pre-financing guarantee, and to modify the final version of the contract accordingly.

7. CONTENT OF THE TENDER

It should be reminded that the same company can submit a bid for one or two lots, but in order to facilitate the evaluation of the offers and the work of the evaluation committees, a separate and complete bid should be submitted for each individual lot, specifying the number of the lot.

All tenders must be presented in three sections.

7.1. Administrative proposal

- the tenderer's name and/or business name;
- a clear description of the tenderer's legal form;
- address of the tenderer's registered office;
- the tenderer's telephone and fax numbers, e-mail address and where available, Internet address;
- the names of the legal representatives (directors, etc) of the tenderer, authorised to sign contracts with third parties on behalf of the organization;
- the tenderer's VAT number and trade-register entry number;
- a bank identification form filled in and signed by an authorised representative of the tenderer and his banker. (see attached in Annex 2)
- A legal entity form (see attached in Annex 3)
- A declaration of the candidate's eligibility; certifying that he/she is not in one of the situations listed in articles 93 and 94 of the Financial Regulation of the European Communities (Official Journal L 248 of 16/09/2002) (see attached Annex 4)
- Proof of Financial and Economic Capacity: documents listed in Part 3 Point 2.1
- Proof of Technical and professional competence: documents listed in Part 3 Point
 2.2
- Financial proposal (see Annex 1)
- Letter of submission of tender (Annex 5)
- other substantiating documents if the candidate or tenderer cannot, for valid reasons, provide those indicated above.

7.2. Technical proposal

This section is of great importance in the assessment of the bids, the award of the contract and the future execution of any resulting contract. Some guidelines are given below, but attention is also drawn to the award criteria, which define those parts of the technical proposal to which the tenderers should pay particular attention. The technical proposal should address all matters laid down in the specifications and should include models,

examples and technical solutions to problems raised in the specifications. The level of detail of the tender will be extremely important for the evaluation of the tender. Tenderers must include in their bids the technical specifications set out in Part 1, point 4, giving an answer to each of the points mentioned with regard to methodology, deadlines and organisation.

The technical proposal must meet the technical specifications set out in this document and provide, as a minimum, all the information needed for the purpose of awarding the contract.

7.3. Financial proposal

The tenderer's attention is drawn to the following points:

- Prices must be quoted in euro, including for the countries which do not form part of the euro zone. For the tenderers of the countries which do not form part of the euro zone, the amount of the offer cannot be revised because of exchange rate movements. The choice of exchange rate belongs to the tenderer, who assumes the risks or opportunities associated with these exchange rate movements.
- The price quotation <u>must be signed</u> by the tenderer or his duly authorised representative.
- prices should be quoted free of all duties, taxes and other charges, i.e. also free of VAT, as the Communities are exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities of 8 April 1965 (OJ L 152 of 13 July 1967). Exemption is granted to the Commission by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption.

For those countries where national legislation provides an exemption by means of a reimbursement, the amount of VAT is to be shown separately. In case of doubt about the applicable VAT system, it is the tenderer's responsibility to contact his or her national authorities to clarify the way in which the European Community is exempt from VAT;

- Since this invitation to tender relates to two lots, tenderers must indicate a separate price
 for each of the lots they propose to provide. They may indicate any price reduction they
 are prepared to grant in the event of being awarded a contract for the two lots. They may
 also make their tenders conditional on being awarded the entire contract or a specified
 part thereof;
- prices shall be fixed and not subject to revision for the first period of 12 months laid down in the contract. From the second period of execution of the tasks, as at each renewal, the amount may be revised upwards or downwards. This revision will be made only if one of the contracting parties requests it by registered mail received by the other party not later than three months before the anniversary of the date on which the contract was signed.
- The revision shall be determined by the trend in the harmonised consumer price index published by the Publications Office. This index is published in the monthly bulletin of the Statistical Office of the European Communities (Theme 2 Economy and Finance, Collection Detailed tables, Money, finance and the euro: Statistics).

The price revision is determined in Art.I.3.3 of the special conditions of the draft framework contract.

- The reference price for the award of the contract shall consist of two amounts:
 - a) the amount in payment of the tasks executed, as stated in Article I.3.1 of the contract.

For each category of staff to be involved in the project, the tenderer must specify:

- the total labour costs;
- the daily rates and total number of days (man-days) each member of staff will contribute to the project;

Other categories of costs, except for the costs specified under point b) below, indicating the nature of the cost, the total amount, the unit price and the quantity. Flat-rate amounts should be avoided. If, exceptionally, they are used, specimen quotations for the flat-rate amounts must be provided;

b) the amount corresponding to the reimbursable expenses.

This amount, referred to in Article I.3.4 of the draft service contract referred to above, corresponds to the expenses directly connected with the execution of the tasks under the contract which are incurred by the Contractor.

In any event, this amount is the **maximum** amount that can be reimbursed for the expenses incurred.

Reimbursable expenses are travel, subsistence and shipment expenses and other expenses listed in the technical specifications in accordance with the rules on reimbursement set out in Article II.7 of the draft service contract referred to above. The daily scales applicable to subsistence expenses are set out in Annex IV of the draft framework service contract.

This amount will be estimated on the basis of the articles of the draft service contract referred to above and the information given below. <u>In the bid it must be indicated separately from the amount stipulated in a)</u>.

PART 3: ASSESSMENT AND AWARD OF A CONTRACT

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

All the information will be assessed in the light of the criteria set out in these specifications. The procedure for the award of the contract, which will concern only admissible bids, will be carried out in three successive stages. Only bids meeting the requirements of stage one will be examined in the following stage.

The aim of each of these stages is:

- 1) to check, in the first stage (exclusion criteria), whether tenderers can take part in the tendering procedure and, where applicable, be awarded the contract (see annex 4);
- 2) to check, in the second stage (selection criteria), the technical and professional capacity as well as the economic and financial capacity of each tenderer who has passed the exclusion stage (see Part 3, point 2 selection criteria);
- 3) to assess on the basis of the award criteria each bid which has passed the exclusion and selection stages (see Part 3, point 3 Award criteria).

In the case of consortia, the exclusion, selection and award criteria will be applicable to all the members of the consortium. The same principle will also be applied in the case that there are sub-contractors.

The bid must clearly identify the subcontractors and document their willingness to accept the task and thus acceptance of the terms and conditions set out in Part 2.

Tenderers must inform the subcontractors that Article II.17 of the standard service contract will be applied to them.

Once the contract has been signed, Article II.13 of the above mentioned service contract shall govern subcontractors

1. EXCLUSION CRITERIA

Tenderers falling within one or more of the following categories will automatically be excluded from the tendering procedure.

Tenders will not be considered if the candidates are in any of the following situations:²

- (a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) they have been convicted of an offence concerning their professional conduct by a judgment which has the force of *res judicata*;
- (c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;

In compliance with articles 93 and 94 of the Financial Regulation applicable to the general budget of the European Communities.

- (d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- (e) they have been the subject of a judgment which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests:
- (f) following another procurement procedure or grant award procedure financed by the Community budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations;
- (g) they are faced with a conflict of interest;
- (h) they have been guilty of misrepresentation in supplying the information required or have failed to supply this information.

Tenderers or their representatives must fill in and sign the form in Annex 4 to these specifications. By completing this form, tenderers:

- state whether or not they are in one or more of the situations described in the form; and
- undertake to submit to the Commission any document relating to the exclusion criteria that the Commission may see fit to request.

2. <u>SELECTION CRITERIA</u>

This part of the tender concerns the criteria and documents relating to the technical and professional capacity and economic and financial capacity of the service provider(s) involved in the bid. It should also contain any other document that the tenderer(s) wish(es) to include by way of clarification.

Only the tenders fulfilling all the selection criteria will be examined in the light of the award criteria. The selection criteria are common to all lots

If several service providers are involved in the bid, each of them must have and show that they have a) the professional and technical capacity to perform the tasks assigned to them in the tender, and b) the required economic and financial capacity.

This rule applies to all service providers, regardless of the percentage of tasks they intend to execute, once they have chosen to be tenderers.

However, if the tender includes subcontractors whose tasks represent less than 20% of the contract, those subcontractors are not obliged to provide evidence of their economic and financial capacity.

2.1. Economic and financial capacity

All tenderers (and subcontractors whose tasks are equal to or exceed 20% of the contract) must provide proof of their economic and financial capacity by submitting the following documents:

- a) a full copy of the tenderer's audited annual accounts (balance sheet, profit and loss account, notes on the accounts and auditors' remarks) of the past three years, as approved by the general assembly of the company and, where applicable, published. These documents must be certified by the tenderer;
- b) a statement of overall turnover and turnover concerning the tasks, supplies or services covered by this contract for the last three financial years;
- c) appropriate statements from banks or evidence of professional risk indemnity insurance.

If, for some <u>exceptional reason which the Commission considers justified</u>, a tenderer is unable to provide one or other of the above documents, he or she may prove his or her economic and financial capacity by any other document which the Commission considers appropriate. In any case, the Commission must at least be notified of the exceptional reason and its justification in the tender. The Commission reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

2.2. <u>Technical and professional capacity of the service provider(s)</u>

	Information on technical and professional capacity	
Selection criteria	Requirements	
Expertise and experience	 Minimum requirements of professional experience for staff providing services relating to this tender: Project director/senior consultant – 8 years Project coordinator/junior consultant – 5 years Project assistants/secretaries – 3 years Administrators for the specific contracts – 5 years (this may be the project coordinator) 	
Technical capabilities	Infrastructure: The tenderer must have at his disposal the office and equipment infrastructure needed to perform the tasks described in this tender. His undertaking must have the necessary structure and international connections.	
	Personnel: The tenderer must for each specific contract have sufficient staff with the qualifications needed to ensure good service and the ability to reply with the shortest possible delay to any request for services by the Commission. For each event the contractor will appoint at least: - one project coordinator to deal with any technical questions related to the execution of each specific contract - one administrator to be responsible for the contract (this may be the project coordinator) - one or more additional managers depending on the complexity of	

the event The person responsible for the contract shall have proven experience in contract management.

The ability of service providers to perform services will be assessed in particular with regard to their know-how, efficiency, experience and reliability.

Evidence of the technical and professional capacity of the providers involved in the tender may be furnished on the basis of the following documents:

a) the educational and professional qualifications of the service provider or contractor and/or those of the firm's managerial staff and, in particular, those of the person or persons responsible for providing the services or carrying out the tasks; . The precise contractual link with the tenderer will also be described; copies of CVs should be provided, indicating the number of years of experience of the person with the tenderers company and the kind of service the person is intended to provide related to this tender.

b) a list of:

- the principal services provided and supplies delivered in the past three years, with the sums, dates and recipients, public or private; The list of the most important services shall be accompanied by certificates of satisfactory execution, specifying whether they have been carried out in a professional manner and have been fully completed;
- ii) particulars of the subcontractors already selected by the tenderer which they may use for certain types of work.
- c) a description of the technical equipment and material which the tenderer can use to perform the service or tasks indicated in this call for tenders;
- d) a description of the measures employed to ensure the quality of supplies and service and a description of processes applied for quality control;
- e) a statement of the average annual manpower and the number of managerial staff of the service provider or contractor in the last three years;
- f) an indication of the proportion of the contract which the service provider may intend to subcontract.
- g) statement describing the services which can be provided by tenderers directly and those which they plan to subcontract
- h) statement of the tenderers language abilities: This document must show that tenderers are able to put together at any time a team which can cover all official EU languages. Examples should be given of previous work in EU languages other than the tenderer's own language.

By submitting a tender, each service provider involved therein accepts the possibility of a check being carried out by the Commission on its technical capacities and, if necessary, on its and research facilities and quality control measures.

In addition, all tenderers are informed that they may be asked to prove that they are authorised to perform the contract under national law, as evidenced by inclusion in a

professional or trade register or a sworn declaration or certificate, membership of a specific organisation, express authorisation, or entry in the VAT register.

Tenderers' attention is drawn to the fact that any total or partial omission of information for which one or more service providers involved in the tender are responsible may lead the Commission to exclude the tender from the rest of the procedure.

3. AWARD CRITERIA

The contract will be awarded to the most cost-effective tender. The following award criteria will be applied:

3.1 Award criteria for the qualitative evaluation of the tender

Table 1: Award criteria – information relating to the proposed approach		
Award criterion	Detailed information to be provided	
Project methodology and team management	Tenderers should describe the proposed approach to day-to-day work management. They should explain how they will react to requests for organising events or developing exhibition and information stands, of whichever type, location, duration and deadlines.	
(25 points, minimum points to be obtained: 12,5)	Tenderers should also explain how they intend to establish a working relationship with the relevant Commission departments, and describe the tools and organisation they intend to put in place to ensure efficient collaboration.	
	Tenderers should describe the composition, qualifications and organisation of the team proposed to ensure maximum efficiency in terms of the costs, speed, flexibility, language capacity and quality of the services requested.	
	Tenderers will also describe the approach they intend to adopt to ensure an effective contribution from the staff as a whole and the mechanisms proposed to control the quality of work performed by them and by subcontractors.	
Quality of the logistical arrangements and the administrative	Tenderers should describe in detail the approach proposed to attain the Commission's objectives, namely to provide at all times the most efficient organisation and management of events/stands as described in the tender.	
support (25 points, minimum points to be obtained: 12,5)	 They must also: explain the key indicators and the approach that will be taken to guarantee the quality of the services and/or the products requested; identify the major challenges/difficulties to achieve the objectives; make any suggestions (where necessary) to ensure attainment of the set objectives. In some cases, the contractor may be asked to organise in cooperation with various services of the Commission seminars/workshops/conferences at the same time in different locations. This may also be the case for the development and management of exhibition stands. Tenderers should therefore describe what arrangements they would put in place to deal with such situations 	

Capacity to act in different countries (7 points, minimum points to be obtained: 3,5)	Tenderers should demonstrate their capacity to work in any location in the European Union, Candidate countries and also in third countries.
Organisation of local suppliers (10 points, minimum points to be obtained: 5)	Tenderers should explain how they intend to work with local suppliers; they should explain the proposed mechanisms to identify who will deliver the services under the best conditions, notably in terms of the quality/price ratio (e.g. conference centre, translation company, transport company, caterer, cleaning service etc) They should also explain fall back arrangements in case of deficiency of one or several local suppliers.
Choice of subcontractors (7 points, minimum points to be obtained: 3,5)	Tenderers should explain the proposed mechanisms to identify any new subcontractors who will deliver the services under the best conditions, notably in terms of the quality/price ratio (e.g. conference centre, translation company etc.).
Clearness and conciseness of tender (6 points, minimum points to be obtained: 3)	Tenders must be clear and concise, in terms of content and presentation. Regarding the format, they should in particular be presented with an index, continuous page numbering, and assembled in a coherent fashion (e.g. bound or stapled, etc.). Tenders will be assessed on the content of the written bids, which must make clear that they are able to meet the requirements of the specifications.

Each lot is assessed according to the above qualitative award criteria and the weighting applicable to each criterion.

A maximum of 80 points can be obtained for the general approach proposed.

Tenders scoring less than 50 in the overall points total or less than 50% in the points awarded for a single criterion will be excluded from the rest of the assessment procedure.

3.2 Award criteria for the qualitative evaluation of the scenarios

Award criterion	Detailed information to be provided
Specific approach (max. 5 points)	Tenderers should propose a professional approach for the planning exercise demonstrating expertise and clearly outline the objectives of the event. Analysis and planning should be demonstrated e.g. by presenting a business plan and should also show flexibility in the way, organisational steps are coordinated. The logical stages in order to design the final

	conference/exhibition structure and supply the various services necessary should be described in detail.
Organisational steps and task distribution (max. 5 points)	Tenderers should give clear and detailed description of all organisational steps and of the different tasks requested. E.g. team selection and coordination, co-operation with third parties, logical plan for design and production of exhibition stands, etc. Determining factors for the success of a project should be identified and adequate measures proposed.
Detailed cost estimates (max 5 points)	Tenderers should provide prices for all services, material and equipment and present them so that they are easily identifiable; cost estimates are provided on the basis of the unit price schedules set up in the tender documents. Prices for services purchased from third parties and prices added to the price list on the tenderers' own initiative have been clearly separated as requested.

A maximum of 45 points will be awarded for the description of the 3 scenarios of lot 1 and a maximum of 45 points will be awarded for the description of the 3 scenarios of lot 2. (15 points/scenario max.).

3.3 Evaluation of the price of scenarios of lot 1 and 2

Bids which have successfully passed the quality evaluation will be assessed on their price on the basis of the estimation of costs submitted for the scenarios under annex 1 (lots 1 and 2). For each lot the costs of the scenarios will be added together to assess the financial bid. The scenarios described in the tender must enable the awarding authority to compare the financial bids and to check that the technical description has been correctly interpreted by the tenderer.

Prices for additional items/services, indicated in the price schedule and hence possibly used in the scenarios must be clearly separated and indicated in another font or font colour. Prices for those items shall not be considered for the evaluation of the scenarios.

Since assessment of the tenders will focus on the quality of the proposed services, tenders should elaborate on all points addressed by these specifications in order to score as many points as possible. The mere repetition of mandatory requirements set out in these specifications, without going into details or without giving any added value, will only result in a very low score. In addition, if certain essential points of these specifications are not expressly covered by the tender, the Commission may decide to give a zero mark for the relevant qualitative award criteria.

3.4 Price schedules for lot 1 and 2 (annex 1)

The tenderer should establish his price schedule in accordance with the price schedules provided under annex 1 of this document. Tenderers may provide prices for further items/services and add those to the price list, when it is considered necessary from a

technical point of view. Any added items/services must be clearly separated from the original list and indicated in another font or font colour. Such prices for additional items/services must also be clearly separated when used in the scenarios. It should be noted that prices for any added items/services shall not be considered for the evaluation of the tender.

3.5 Formula for the award criterion

Formula for the award criterion

$$S = 2/3 Q' + 1/3 P'$$

where

S is the score of the offer

Q' is the relative quality score of the offer

P' is the relative price score of the offer

and

$$Q' = 100 * Q / Q_{max}$$

with Q the total quality score of the offer

Q_{max....} the highest quality score among all offers

and

$$P' = 100 * P_{min} / P$$

with P..... the price of the offer

P_{min....} the lowest price among all offers

4. DATE AND PLACE OF OPENING OF THE TENDERS

Tenders will be opened at **14.30 on 3/3/2006** at the following location:

Office address:

DG Economic and Financial Affairs, Avenue Beaulieu 5 B – 1160 Brussels/Auderghem Meeting room: BU 1, Level -1, Room No. 20

An **authorised representative** of each tenderer may attend the opening of the bids. Companies wishing to attend are requested to notify their intention by sending a fax or email at least 48 hours in advance to:

European Commission Directorate-Gen. for Economic and Financial Affairs (DG ECFIN) – Unit R4 Administrative address BU-1, 4/168 B-1049 Brussels - BELGIUM

Fax: (+32-2)-2980998 - e-mail: ECFIN-R4-tender@cec.eu.int

This notification must be signed by an authorised officer of the tenderer and specify the name of the person who will attend the opening of the bids on the tenderer's behalf.

5. AWARD OF THE CONTRACT

The process of awarding will take place in the first half of 2006. An awarding committee is to be set up for this purpose.

6. Information for tenderers

The Commission will inform tenderers of decisions reached concerning the award of the contract, including the grounds for any decision not to award a contract or to recommence the procedure.

7. CONTRACTUAL CONDITIONS

The Commission will propose to up to three selected tenderers to sign framework contracts based on the draft contract appearing in Part 4 of this document. The tenderer's unconditional agreement to sign this contract is one of the obligatory conditions of this call for tenders. Its contents should be regarded as part of the specifications required by the Commission, in complement to the specifications included in these Terms of Reference.

PART 4: DRAFT FRAMEWORK SERVICE CONTRACT

Lot ...

CONTRACT NUMBER – [complete]

The European Community (hereinafter referred to as "the Community"), represented by the Commission of the European Communities (hereinafter referred to as "the Commission"), which is represented for the purposes of the signature of this contract by Stefan Pflüger, Head of Unit R.4, External communication,

of the one part,

and

[official name in full]
[statutory registration number]
[official address in full]
[VAT registration number]

(hereinafter referred to as "the Contractor"³), [represented for the purposes of the signature of this contract by [name in full and function,]]

of the other part,

HAVE AGREED

the **Special Conditions** and the **General Conditions** below and the following Annexes:

Annex I – Tender Specifications (Invitation to Tender No 2005/ECFIN/R4/01 of .. August 2005)

Annex II – Contractor's Tender (No [complete] of [complete])

Annex III – Specific Contract

Annex IV - List of daily subsistence allowance

which form an integral part of this contract (hereinafter referred to as "the Contract").

The terms set out in the Special Conditions shall take precedence over those in the other parts of the Contract. The terms set out in the General Conditions shall take precedence over those in the Annexes. The terms set out in the Tender Specifications (Annex I) shall take

In the case of a joint offer and provided the invitation to tender so specifies, the following clause will be added below the identification of the parties: "The parties identified above and hereinafter collectively referred to as 'the Contractor' shall be jointly and severally liable vis-à-vis the Commission for the performance of this contract".

precedence over those in the specific contracts (Annex III), the latter taking precedence over the Tender (Annex II).

Subject to the above, the several instruments forming part of the Contract are to be taken as mutually explanatory. Ambiguities or discrepancies within or between such parts shall be explained or rectified by a written instruction issued by the Commission, subject to the rights of the Contractor under Article I.8 should he dispute any such instruction.

I – <u>SPECIAL CONDITIONS</u>

ARTICLE I.1 - SUBJECT

- **I.1.1** The subject of the contract is
 - the provision of services for the organisation and management of events (e.g. conferences, seminars, workshops)(for Lot 1) /
 - the organisation and management of exhibitions and the development of information stands and all related tasks (for Lot 2)
- **I.1.2** Signature of the Contract imposes no obligation on the Commission to purchase. Only implementation of the Contract through specific contracts is binding on the Commission
- **I.1.3** Once implementation of the Contract has been asked or has commenced, the Contractor shall provide the services in accordance with all terms and conditions of the Contract.
- **I.1.4** The Contract does not confer on the Contractor any exclusive right to provide the services described in Annex I to the Commission. The Contractor is selected as the [complete] contractor for a multiple framework contract.

ARTICLE I.2 - DURATION

- **I.2.1** The Contract shall enter into force on the date on which it is signed by the last contracting party.
- **I.2.2** Under no circumstances may implementation commence before the date on which the Contract enters into force. Provision of the services may under no circumstances begin before the date on which the specific contract enters into force.
- **I.2.3** The Contract is concluded for a period of 12 months with effect from the date on which it enters into force. This contractual period and all other periods specified in the Contract are calculated in calendar days unless otherwise indicated.
- **I.2.4** The specific contracts shall be returned signed before the Contract to which they refer expires.
 - The Contract shall continue to apply to such specific contracts after its expiry, but no later than their expiry date.
- **I.2.5** The Contract may be renewed up to three times under the same conditions each time for a period of 12 months only before expiry of the Contract and with express written agreement of the parties. Renewal does not imply any modification or deferment of existing obligations.

ARTICLE I.3 -PRICES

- **I.3.1** The prices of the services shall be as listed in Annex II. (contractor's tender)
- **I.3.2** Prices shall be expressed in EUR.
- **I.3.3** Prices shall be fixed and not subject to revision for implementation during the first year of duration of the Contract.

From the beginning of the second year of duration of the Contract, prices may be revised upwards or downwards each year, where such revision is requested by one of the contracting parties by registered letter no later than three months before the anniversary of the date on which it was signed. The Commission shall purchase on the basis of the prices in force on the date on which orders or specific contracts are signed. Such prices shall not be subject to revision.

This revision shall be determined by the trend in the harmonised consumer price index depending on headquarter of contractor published for the first time 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:

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

where:

Pr = revised price;

Po = price in the original tender;

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

r = index for the month in which the revised prices take effect.

I.3.4. In addition to the total amount specified in each specific contract, travel, subsistence and shipment expenses shall be reimbursed in accordance with Article II.7 throughout implementation of the Contract. The daily subsistence allowance referred to in Article II.7.4 (d) shall be determined in accordance with Annex IV.

ARTICLE I.4 – IMPLEMENTATION OF THE CONTRACT

I.4.1 Within 15 working days of a request for services being sent by the Commission to the Contractor, the Commission shall receive a proposal that includes a quote, a team, a work plan, a timetable and a specific evaluation method. In the event of failure to observe this deadline or disagreement on the allocation of resources, the Contractor shall be considered unavailable. Should the Contractor deem himself to be unavailable, he shall give reasons for refusal within 5 working days and the Commission shall be entitled to send a request to the next contractor on the list. In the event of failure to observe this deadline or disagreement on the allocation of resources, the Contractor shall be considered unavailable.

Within 10 working days of a specific contract being sent by the Commission to the Contractor, the Commission shall receive it back, duly signed and dated. [In the event of failure to observe this deadline, the Contractor shall be considered unavailable

ARTICLE I.5 – PAYMENT PERIODS

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

I.5.1 For total amounts of less than twenty-five thousand (25 000) euros, one single payment shall be made after performance of the work and acceptance thereof by the Commission.

The request for payment of the Contractor shall be admissible if accompanied by

- the technical report in accordance with the instructions laid down in Annex I: (separate invoices for subcontracted works, for reimbursable expenses and for the services of the Contractor
- statements of reimbursable expenses in accordance with Article II.7
- the relevant invoices, indicating the reference number of the Contract and the specific contract to which they refer.

provided the report has been approved by the Commission.

The Commission shall have forty-five days from receipt to approve or reject the report, and the Contractor shall have 45 days in which to submit additional information or a new report.

Within 30 days of the date of receipt of the relevant invoice(s) and of the date on which the report is approved by the Commission, a payment corresponding to the relevant invoices shall be made.

I.5.2. For total amounts of 25 000 euros or more, the Contractor may request pre-financing in the following circumstances:

I. 5.2.1. Pre-financing:

- * The request for pre-financing, accompanied by the corresponding invoice, must reach the Commission no more than thirty (30) days after the specific agreement is signed by the last Contracting Party.
- * The establishment and receipt by the Commission of a duly constituted financial guarantee, where it is explicitly required by the specific agreement to which the

service refers and in the form laid down by that agreement. It shall be released as and when the pre-financing is deducted from interim payments or payments of balances to the contractor in accordance with the terms of the contract.

This pre-financing may not exceed 30% of the total amount of each specific agreement for which pre-financing is authorised.

Payment of pre-financing shall be effected, in accordance with the aforementioned conditions, within thirty (30) days of the date on which the request for pre-financing and the relevant invoice are received.

I.5.2.2. Payment of the balance:

The request for payment of the balance of the Contractor shall be admissible if accompanied by

- the final technical and financial report in accordance with the instructions laid down in Annex I: (separate invoices for subcontracted works, for reimbursable expenses and for the services of the Contractor)
- statements of reimbursable expenses in accordance with Article II.7
- the relevant invoices, indicating the reference number of the Contract and the specific contract to which they refer.

provided the report has been approved by the Commission.

Payment of the balance shall be based on the presentation of a detailed invoice representing the total cost of the services provided. The pre-financing will be cleared and deducted from the total amount invoiced and the balance will be paid to the contractor.

The Commission shall have forty-five days from receipt to approve or reject the report, and the Contractor shall have 45 days in which to submit additional information or a new report.

Within 30 days of the date of receipt of the relevant invoice(s) and of the date on which the report is approved by the Commission, payment of the balance corresponding to the relevant invoices shall be made.

ARTICLE I.6 – BANK ACCOUNT

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

Name of bank: [complete]

Address of branch in full: [complete]

Exact designation of account holder: [complete] Full account number including codes: [complete]

[IBAN code: [complete]]

<u>ARTICLE I.7 – GENERAL ADMINISTRATIVE PROVISIONS</u>

Any communication relating to the Contract or to its implementation shall be made in writing and shall bear the Contract and order or specific contract numbers. Ordinary mail shall be deemed to have been received by the Commission on the date on which it is registered by the department responsible indicated below. Communications shall be sent to the following addresses:

Commission:

For administrative matters:

European Commission
Directorate General Economic and Financial Affairs (ECFIN)
Unit R.4 – External communication
Attn. Mr. Stefan Pflüger
BU1, 4/168
B-1049 Brussels
Belgium

For financial matters:

European Commission
Directorate General Economic and Financial Affairs (ECFIN)
Unit R.2 – Financial Management and control
BU1 3/16
B – 1049 Brussels
Belgium

Contractor:

Mr/Mrs/Ms [complete]
[Function]
[Company name]
[Official address in full]

ARTICLE I.8 – APPLICABLE LAW AND SETTLEMENT OF DISPUTES

- **I.8.1** The Contract shall be governed by the national substantive law of Belgium.
- **I.8.2** Any dispute between the parties resulting from the interpretation or application of the Contract which cannot be settled amicably shall be brought before the courts of Belgium

ARTICLE I.9 – DATA PROTECTION

Any personal data included in or relating to the Contract shall be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. It shall be processed solely for the purposes of the performance, management and follow-up of the Contract by Directorate General Economic and Financial Affairs (ECFIN)

without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with Community law. The Contractor shall have the right of access to his personal data and the right to rectify any such data that is inaccurate or incomplete. Should the Contractor have any queries concerning the processing of his personal data, he shall address them to DG ECFIN. The Contractor shall have right of recourse at any time to the European Data Protection Supervisor.

ARTICLE I.10 – TERMINATION BY EITHER CONTRACTING PARTY

Either contracting party may, of its own volition and without being required to pay compensation, terminate the Contract by serving 3 months formal prior notice. Should the Commission terminate the Contract, the Contractor shall only be entitled to payment corresponding to the services ordered before the termination date. On receipt of the letter terminating the Contract, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce his commitments. He shall draw up the documents required by the Special Conditions for the services rendered up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

II - GENERAL CONDITIONS

<u>ARTICLE II. 1 – PERFORMANCE OF THE CONTRACT</u>

- **II.1.1** The Contractor shall perform the Contract to the highest professional standards. The Contractor shall have sole responsibility for complying with any legal obligations incumbent on him, notably those resulting from employment, tax and social legislation.
- **II.1.2** The Contractor shall have sole responsibility for taking the necessary steps to obtain any permit or licence required for performance of the Contract under the laws and regulations in force at the place where the tasks assigned to him are to be executed.
- **II.1.3** Without prejudice to Article II.3 any reference made to the Contractor's staff in the Contract shall relate exclusively to individuals involved in the performance of the Contract.
- **II.1.4** The Contractor must ensure that any staff performing the Contract has the professional qualifications and experience required for the provision of the services assigned to him.
- **II.1.5** The Contractor shall neither represent the Commission nor behave in any way that would give such an impression. The Contractor shall inform third parties that he does not belong to the European public service.
- **II.1.6** The Contractor shall have sole responsibility for the staff who execute the tasks assigned to him.

The Contractor shall make provision for the following employment or service relationships with his staff:

- staff executing the tasks assigned to the Contractor may not be given orders direct by the Commission;
- the Commission may not under any circumstances be considered to be the staff's employer and the said staff shall undertake not to invoke in respect of the Commission any right arising from the contractual relationship between the Commission and the Contractor.
- II.1.7 In the event of disruption resulting from the action of a member of the Contractor's staff working on Commission premises or in the event of the expertise of a member of the Contractor's staff failing to correspond to the profile required by the Contract, the Contractor shall replace him without delay. The Commission shall have the right to request the replacement of any such member of staff, stating its reasons for so doing. Replacement staff must have the necessary qualifications and be capable of performing the Contract under the same contractual conditions. The Contractor shall be responsible for any delay in the provision of the services assigned to him resulting from the replacement of staff in accordance with this Article.
- **II.1.8** Should any unforeseen event, action or omission directly or indirectly hamper execution of the tasks, either partially or totally, the Contractor shall immediately

and on his own initiative record it and report it to the Commission. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the Contractor to ensure full compliance with his obligations under the Contract. In such event the Contractor shall give priority to solving the problem rather than determining liability.

II.1.9 Should the Contractor fail to perform his obligations under the Contract in accordance with the provisions laid down therein, the Commission may - without prejudice to its right to terminate the Contract - reduce or recover payments in proportion to the scale of the failure. In addition, the Commission may impose penalties or liquidated damages provided for in Article II.16.

ARTICLE II. 2 – LIABILITY

- **II.2.1** The Commission shall not be liable for damage sustained by the Contractor in performance of the Contract except in the event of wilful misconduct or gross negligence on the part of the Commission.
- II.2.2 The Contractor shall be liable for any loss or damage caused by himself in performance of the Contract, including in the event of subcontracting under Article II.13. The Commission shall not be liable for any act or default on the part of the Contractor in performance of the Contract.
- **II.2.3** The Contractor shall provide compensation in the event of any action, claim or proceeding brought against the Commission by a third party as a result of damage caused by the Contractor in performance of the Contract.
- **II.2.4** In the event of any action brought by a third party against the Commission in connection with performance of the Contract, the Contractor shall assist the Commission. Expenditure incurred by the Contractor to this end may be borne by the Commission.
- **II.2.5** The Contractor shall take out insurance against risks and damage relating to performance of the Contract if required by the relevant applicable legislation. He shall take out supplementary insurance as reasonably required by standard practice in the industry. A copy of all the relevant insurance contracts shall be sent to the Commission should it so request.

ARTICLE II. 3 - CONFLICT OF INTERESTS

II.3.1 The Contractor shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during performance of the Contract must be notified to the Commission in writing without delay. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve it.

The Commission reserves the right to verify that such measures are adequate and may require additional measures to be taken, if necessary, within a time limit which it shall set. The Contractor shall ensure that his staff, board and directors are not placed in a situation which could give rise to conflict of interests. Without prejudice to Article II.1 the Contractor shall replace, immediately and without compensation from the Commission, any member of his staff exposed to such a situation.

II.3.2 The Contractor shall abstain from any contact likely to compromise his independence.

II.3.3 The Contractor declares:

- that he has not made and will not make any offer of any type whatsoever from which an advantage can be derived under the Contract,
- that he has not granted and will not grant, has not sought and will not seek, has
 not attempted and will not attempt to obtain, and has not accepted and will not
 accept, any advantage, financial or in kind, to or from any party whatsoever,
 where such advantage constitutes an illegal practice or involves corruption,
 either directly or indirectly, inasmuch as it is an incentive or reward relating to
 performance of the Contract.
- **II.3.4** The Contractor shall pass on all the relevant obligations in writing to his staff, board, and directors as well as to third parties involved in performance of the Contract. A copy of the instructions given and the undertakings made in this respect shall be sent to the Commission should it so request.

ARTICLE II. 4 - INVOICING AND PAYMENTS

II.4.1 Pre-financing:

Where required by Article I.5.1, the Contractor shall provide a financial guarantee in the form of a bank guarantee or equivalent supplied by a bank or an authorised financial institution (guarantor) equal to the amount indicated in the same Article to cover prefinancing under the Contract. Such guarantee may be replaced by a joint and several guarantee by a third party.

The guarantor shall pay to the Commission at its request an amount corresponding to payments made by it to the Contractor which have not yet been covered by equivalent work on his part.

The guarantor shall stand as first-call guarantor and shall not require the Commission to have recourse against the principal debtor (the Contractor).

The guarantee shall specify that it enters into force at the latest on the date on which the Contractor receives the pre-financing. The Commission shall release the guarantor from its obligations as soon as the Contractor has demonstrated that any pre-financing has been covered by equivalent work. The guarantee shall be retained until the pre-financing has been deducted from interim payments or payment of the balance to the Contractor. It shall be released the following month. The cost of providing such guarantee shall be borne by the Contractor.

II.4.2 Interim payment:

At the end of each of the periods indicated in Annex I the Contractor shall submit to the Commission a formal request for payment accompanied by those of the following documents which are provided for in the Special Conditions:

- > an interim technical report in accordance with the instructions laid down in Annex I;
- > the relevant invoices indicating the reference number of the Contract and of the order or specific contract to which they refer;
- > statements of reimbursable expenses in accordance with Article II.7.

If the report is a condition for payment, on receipt the Commission shall have the period of time indicated in the Special Conditions in which:

- ➤ to approve it, with or without comments or reservations, or suspend such period and request additional information; or
- > to reject it and request a new report.

If the Commission does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations or information enclosed.

Where the Commission requests a new report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Special Conditions. The new report shall likewise be subject to the above provisions.

II.4.3 Payment of the balance:

Within sixty days of completion of the tasks referred to in each order or specific contract, the Contractor shall submit to the Commission a formal request for payment accompanied by those of the following documents, which are provided for in the Special Conditions:

- > a final technical report in accordance with the instructions laid down in Annex I;
- ➤ the relevant invoices indicating the reference number of the Contract and of the order or specific contract to which they refer;
- > statements of reimbursable expenses in accordance with Article II.7.

If the report is a condition for payment, on receipt the Commission shall have the period of time indicated in the Special Conditions in which:

- > to approve it, with or without comments or reservations, or suspend such period and request additional information; or
- > to reject it and request a new report.

If the Commission does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations and information enclosed.

Where the Commission requests a new report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Special Conditions. The new report shall likewise be subject to the above provisions.

ARTICLE II. 5 – GENERAL PROVISIONS CONCERNING PAYMENTS

II.5.1 Payments shall be deemed to have been made on the date on which the Commission's account is debited.

II.5.2 The payment periods referred to in Article I.5 may be suspended by the Commission at any time if it informs the Contractor that his payment request is not admissible, either because the amount is not due or because the necessary supporting documents have not been properly produced. In case of doubt on the eligibility of the expenditure indicated in the payment request, the Commission may suspend the time limit for payment for the purpose of further verification, including an on-the-spot check, in order to ascertain, prior to payment, that the expenditure is eligible.

The Commission shall notify the Contractor accordingly by registered letter with acknowledgment of receipt or equivalent. Suspension shall take effect from the date of dispatch of the letter. The remainder of the period referred to in Article I.5 shall begin to run again once the suspension has been lifted.

II.5.3 In the event of late payment the Contractor may claim interest within two months of receiving the payment. Interest shall be calculated at the rate applied by the European Central Bank to its most recent main refinancing operations ("the reference rate") plus seven percentage points ("the margin"). The reference rate in force on the first day of the month in which the payment is due shall apply. Such interest rate is published in the C series of the Official Journal of the European Union. Interest shall be payable for the period elapsing from the calendar day following expiry of the time limit for payment up to the day of payment. Suspension of payment by the Commission may not be deemed to constitute late payment.

<u>ARTICLE II. 6 – RECOVERY</u>

- **II.6.1** If total payments made exceed the amount actually due or if recovery is justified in accordance with the terms of the Contract, the Contractor shall reimburse the appropriate amount in euro on receipt of the debit note, in the manner and within the time limits set by the Commission.
- **II.6.2** In the event of failure to pay by the deadline specified in the request for reimbursement, the sum due shall bear interest at the rate indicated in Article II.5.3. Interest shall be payable from the calendar day following the due date up to the calendar day on which the debt is repaid in full.
- **II.6.3** In the event of failure to pay by the deadline specified in the request for reimbursement, the Commission may, after informing the Contractor, recover amounts established as certain, of a fixed amount and due by offsetting, in cases where the Contractor also has a claim on the Communities that is certain, of a fixed amount and due. The Commission may also claim against the guarantee, where provided for.

ARTICLE II. 7 - REIMBURSEMENTS

- **II.7.1** Where provided by the Special Conditions or by Annex I, the Commission shall reimburse the expenses that are directly connected with provision of the services on production of original supporting documents, including receipts and used tickets.
- **II.7.2** Travel and subsistence expenses shall be reimbursed, where appropriate, on the basis of the shortest itinerary.

- **II.7.3** Travel expenses shall be reimbursed as follows:
 - **a)** travel by air shall be reimbursed up to the maximum cost of an economy class ticket at the time of the reservation:
 - **b)** travel by boat or rail shall be reimbursed up to the maximum cost of a first class ticket;
 - c) travel by car shall be reimbursed at the rate of one first class rail ticket for the same journey and on the same day;
 - d) travel outside Community territory shall be reimbursed under the general conditions stated above provided the Commission has given its prior written agreement.
- **II.7.4** Subsistence expenses shall be reimbursed on the basis of a daily allowance as follows:
 - a) for journeys of less than 200 km (return trip) no subsistence allowance shall be payable;
 - **b)** daily subsistence allowance shall be payable only on receipt of a supporting document proving that the person concerned was present at the place of destination;
 - c) daily subsistence allowance shall take the form of a flat-rate payment to cover all subsistence expenses, including accommodation, meals, local transport, insurance and sundries:
 - d) daily subsistence allowance, where applicable, shall be reimbursed at the rate specified in Article I.3.
- **II.7.5** The cost of shipment of equipment or unaccompanied luggage shall be reimbursed provided the Commission has given prior written authorisation.

<u>ARTICLE II. 8 – OWNERSHIP OF THE RESULTS - INTELLECTUAL AND INDUSTRIAL PROPERTY</u>

Any results or rights thereon, including copyright and other intellectual or industrial property rights, obtained in performance of the Contract, shall be owned solely by the Community, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where industrial or intellectual property rights exist prior to the Contract being entered into.

<u>ARTICLE II. 9 – CONFIDENTIALITY</u>

II.9.1. The Contractor undertakes to treat in the strictest confidence and not make use of or divulge to third parties any information or documents which are linked to performance of the Contract. The Contractor shall continue to be bound by this undertaking after completion of the tasks.

II.9.2. The Contractor shall obtain from each member of his staff, board and directors an undertaking that they will respect the confidentiality of any information which is linked, directly or indirectly, to provision of the services and that they will not divulge to third parties or use for their own benefit or that of any third party any document or information not available publicly, even after completion of the tasks.

ARTICLE II.10 - USE, DISTRIBUTION AND PUBLICATION OF INFORMATION

- **II.10.1** The Contractor shall authorise the Commission to process, use, distribute and publish, for whatever purpose, by whatever means and on whatever medium, any data contained in or relating to the Contract, in particular the identity of the Contractor, the subject matter, the duration, the amount paid and the reports. Where personal data is concerned, Article I.9 shall apply.
- II.10.2 Unless otherwise provided by the Special Conditions, the Commission shall not be required to distribute or publish documents or information supplied in performance of the Contract. If it decides not to publish the documents or information supplied, the Contractor may not have them distributed or published elsewhere without prior written authorisation from the Commission.
- **II.10.3** Any distribution or publication of information relating to the Contract by the Contractor shall require prior written authorisation from the Commission and shall mention the amount paid by the Community. It shall state that the opinions expressed are those of the Contractor only and do not represent the Commission's official position.
- **II.10.4** The use of information obtained by the Contractor in the course of the Contract for purposes other than its performance shall be forbidden, unless the Commission has specifically given prior written authorisation to the contrary.

ARTICLE II. 11 – TAXATION

- **II.11.1** The Contractor shall have sole responsibility for compliance with the tax laws which apply to him. Failure to comply shall make the relevant invoices invalid.
- **II.11.2** The Contractor recognises that the Commission is, as a rule, exempt from all taxes and duties, including value added tax (VAT), pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities.
- **II.11.3** The Contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that the goods and services required for performance of the Contract are exempt from taxes and duties, including VAT.
- **II.11.4** Invoices presented by the Contractor shall indicate his place of taxation for VAT purposes and shall specify separately the amounts not including VAT and the amounts including VAT.

<u>ARTICLE II. 12 – FORCE MAJEURE</u>

- **II.12.1** Force majeure shall mean any unforeseeable and exceptional situation or event beyond the control of the contracting parties which prevents either of them from performing any of their obligations under the Contract, was not due to error or negligence on their part or on the part of a subcontractor, and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making it available, labour disputes, strikes or financial problems cannot be invoked as force majeure unless they stem directly from a relevant case of force majeure.
- **II.12.2** Without prejudice to the provisions of Article II.1.8, if either contracting party is faced with force majeure, it shall notify the other party without delay by registered letter with acknowledgment of receipt or equivalent, stating the nature, likely duration and foreseeable effects.
- **II.12.3** Neither contracting party shall be held in breach of its contractual obligations if it has been prevented from performing them by force majeure. Where the Contractor is unable to perform his contractual obligations owing to force majeure, he shall have the right to remuneration only for tasks actually executed.
- **II.12.4** The contracting parties shall take the necessary measures to reduce damage to a minimum.

ARTICLE II. 13 – SUBCONTRACTING

- **II.13.1** The Contractor shall not subcontract without prior written authorisation from the Commission nor cause the Contract to be performed in fact by third parties.
- **II.13.2** Even where the Commission authorises the Contractor to subcontract to third parties, he shall none the less remain bound by his obligations to the Commission under the Contract and shall bear exclusive liability for proper performance of the Contract.
- **II.13.3** The Contractor shall make sure that the subcontract does not affect rights and guarantees to which the Commission is entitled by virtue of the Contract, notably Article II.17.

ARTICLE II. 14 – ASSIGNMENT

- **II.14.1** The Contractor shall not assign the rights and obligations arising from the Contract, in whole or in part, without prior written authorisation from the Commission.
- **II.14.2** In the absence of the authorisation referred to in 1 above, or in the event of failure to observe the terms thereof, assignment by the Contractor shall not be enforceable against and shall have no effect on the Commission.

ARTICLE II. 15 – TERMINATION BY THE COMMISSION

- **II.15.1** The Commission may terminate the Contract, a pending order or a specific contract in the following circumstances:
- (a) where the Contractor is being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) where the Contractor has been convicted of an offence concerning his professional conduct by a judgment which has the force of *res judicata*;
- (c) where the Contractor has been guilty of grave professional misconduct proven by any means which the Commission can justify;
- (d) where the Contractor has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which he is established or with those of the country applicable to the Contract or those of the country where the Contract is to be performed;
- (e) where the Commission seriously suspects the Contractor of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- (f) where the Contractor is in breach of his obligations under Article II.3;
- (g) where the Contractor was guilty of misrepresentation in supplying the information required by the Commission as a condition of participation in the Contract procedure or failed to supply this information;
- (h) where a change in the Contractor's legal, financial, technical or organisational situation could, in the Commission's opinion, have a significant effect on the performance of the Contract;
- (i) where provision of the services under a pending order or a specific contract has not actually commenced within fifteen days of the date foreseen, and the new date proposed, if any, is considered unacceptable by the Commission;
- (j) where the Contractor is unable, through his own fault, to obtain any permit or licence required for performance of the Contract;
- (k) where the Contractor, after receiving formal notice in writing to comply, specifying the nature of the alleged failure, and after being given the opportunity to remedy the failure within a reasonable period following receipt of the formal notice, remains in serious breach of his contractual obligations.
- **II.15.2** In case of force majeure, notified in accordance with Article II.12, either contracting party may terminate the Contract, where performance thereof cannot be ensured for a period corresponding to at least to one fifth of the period laid down in Article I.2.3.

II.15.3 Prior to termination under point e), h) or k), the Contractor shall be given the opportunity to submit his observations.

Termination shall take effect on the date on which a registered letter with acknowledgment of receipt terminating the Contract is received by the Contractor, or on any other date indicated in the letter of termination.

II.15.4 Consequences of termination:

In the event of the Commission terminating the Contract or a pending order or specific contract in accordance with this Article and without prejudice to any other measures provided for in the Contract, the Contractor shall waive any claim for consequential damages, including any loss of anticipated profits for uncompleted work. On receipt of the letter terminating the Contract, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce his commitments. He shall draw up the documents required by the Special Conditions for the tasks executed up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

The Commission may claim compensation for any damage suffered and recover any sums paid to the Contractor under the Contract.

On termination the Commission may engage any other contractor to execute or complete the services. The Commission shall be entitled to claim from the Contractor all extra costs incurred in doing so, without prejudice to any other rights or guarantees enforceable under the Contract.

ARTICLE II. 16 – LIQUIDATED DAMAGES

Should the Contractor fail to perform his obligations under the Contract within the time limits set by the Contract, then, without prejudice to the Contractor's actual or potential liability incurred in relation to the Contract or to the Commission's right to terminate the Contract, the Commission may decide to impose liquidated damages of 0.2% of the amount of the relevant purchase per calendar day of delay. The Contractor may submit arguments against this decision within thirty days of notification by registered letter with acknowledgement of receipt or equivalent. In the absence of reaction on his part or of written withdrawal by the Commission within thirty days of the receipt of such arguments, the decision imposing the liquidated damages shall become enforceable. These liquidated damages shall not be imposed where there is provision for interest for late completion. The Commission and the Contractor expressly acknowledge and agree that any sums payable under this Article are in the nature of liquidated damages and not penalties, and represent a reasonable estimate of fair compensation for the losses that may be reasonably anticipated from such failure to perform obligations.

ARTICLE II. 17 – CHECKS AND AUDITS

II.17.1 Pursuant to Article 142 of the Financial Regulation applicable to the general budget of the European Communities, the European Court of Auditors shall be empowered to audit the documents held by the natural or legal persons receiving payments from the budget of the European Communities from signature of the Contract up to five years after payment of the balance of the last implementation.

- **II.17.2** The Commission or an outside body of its choice shall have the same rights as the European Court of Auditors for the purpose of checks and audits limited to compliance with contractual obligations from signature of the Contract up to five years after payment of the balance of the last implementation.
- **II.17.3** In addition, the European Anti-Fraud Office may carry out on-the-spot checks and inspections in accordance with Council Regulation (Euratom, EC) No 2185/96 and Parliament and Council Regulation (EC) No 1073/1999 from signature of the Contract up to five years after payment of the balance of the last implementation.

ARTICLE II. 18 – AMENDMENTS

Any amendment to the Contract shall be the subject of a written agreement concluded by the contracting parties. An oral agreement shall not be binding on the contracting parties. An order or a specific contract may not be deemed to constitute an amendment to the Contract.

ARTICLE II. 19 – SUSPENSION OF THE CONTRACT

Without prejudice to the Commission's right to terminate the Contract, the Commission may at any time and for any reason suspend execution of the Contract, pending orders or specific contracts or any part thereof. Suspension shall take effect on the day the Contractor receives notification by registered letter with acknowledgment of receipt or equivalent, or at a later date where the notification so provides. The Commission may at any time following suspension give notice to the Contractor to resume the work suspended. The Contractor shall not be entitled to claim compensation on account of suspension of the Contract, of the orders or specific contracts, or of part thereof.

SIGNATURES

For the Contractor,	For the Commission,	
[Company name/forename/surname/function]	Stefan Pflüger, Head of Unit R.4 -	
External communication, signature[s]: General Economic and Finan (ECFIN)		
	signatures:	
Done at [], [date] In duplicate in [English]	Done at Brussels, [date]	

ANNEX I

Tender Specifications (Invitation to tender 2005/ECFIN/R4/01)

ANNEX II

Contractor's Tender

ANNEX III

SPECIFIC CONTRACT No [complete]

implementing Framework Contract No ...

The European Community (hereinafter referred to as "the Community"), represented by the Commission of the European Communities (hereinafter referred to as "the Commission"), which is represented for the purposes of the signature of this contract by Stefan Pflüger, Head of Unit R.4 – external communication, Directorate General Economic and Financial Affairs,

of the one part,

and

[official name in full]
[official legal form]
[statutory registration number]
[official address in full]
[VAT registration number]

(hereinafter referred to as "the Contractor"), [represented for the purposes of the signature of this contract by [name in full and function,]]

of the other part,

HAVE AGREED

ARTICLE III.1: SUBJECT

- **III.1.1** This specific contract implements Framework Contract No [complete] signed by the Commission and the Contractor on [complete date] *[and renewed on complete date]*.
- **III.1.2** The subject of this specific contract is[short description of subject]. This specific contract relates to lot ... of the Framework Contract.
- **III.1.3** The Contractor undertakes, on the terms set out in the Framework Contract and in this specific contract and the annex[es] thereto, which form an integral part thereof, to perform the following tasks [:] [specified in Annex [complete].]

ARTICLE III.2: DURATION

- **III.2.1** This specific contract shall enter into force on the date on which it is signed by the last contracting party.
- III.2.2 The duration of the tasks shall not exceed [days/months]. Provision of the services shall start from [date of entry into force of this specific contract] or [indicate date]. The period of provision of the services may be extended only with the express written agreement of the parties before such period elapses.

ARTICLE III.3: PRICE

- **III.3.1** The total amount to be paid by the Commission under this specific contract shall be EUR [amount in figures and in words] covering all tasks executed.
- **III.3.2** In addition to the price costs for services purchased from third parties are paid in accordance with the instructions laid down in the tender specifications. (Annex 1)
- **III.3.3** In addition to the price, reimbursable costs up to an amount of EUR (....) will be reimbursed according to the provisions of the Framework contract.

ARTICLE III.4: PAYMENT DETAILS

Payments under the Contract shall be made in accordance with Article II.4 of the General Conditions of the Framework Contract. Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted. Payment requests may not be made if payments for previous orders or specific contracts have not been executed as a result of default or negligence on the part of the Contractor.

III.4.1 For total amounts of less than twenty-five thousand (25 000) euros, one single payment shall be made after performance of the work and acceptance thereof by the Commission

The request for payment of the Contractor shall be admissible if accompanied by

- the technical report in accordance with the instructions laid down in Annex I: (separate invoices for subcontracted works, for reimbursable expenses and for the services of the Contractor
- statements of reimbursable expenses in accordance with Article II.7
- the relevant invoices, indicating the reference number of the Contract and the specific contract to which they refer.

provided the report has been approved by the Commission.

The Commission shall have forty-five days from receipt to approve or reject the report, and the Contractor shall have 45 days in which to submit additional information or a new report.

Within 30 days of the date of receipt of the relevant invoice(s) and of the date on which the report is approved by the Commission, a payment corresponding to the relevant invoices shall be made.

III.4.2. For total amounts of 25 000 euros or more, the Contractor may request pre-financing in the following circumstances:

III.4.2.1. Pre-financing:

- * The request for pre-financing, accompanied by the corresponding invoice, must reach the Commission no more than thirty (30) days after the specific agreement is signed by the last Contracting Party.
- * The establishment and receipt by the Commission of a duly constituted financial guarantee, where it is explicitly required by the specific agreement to which the service refers and in the form laid down by that agreement. It shall be released as and when the pre-financing is deducted from interim payments or payments of balances to the contractor in accordance with the terms of the contract.

This pre-financing may not exceed 30% of the total amount of each specific agreement for which pre-financing is authorised.

Payment of pre-financing shall be effected, in accordance with the aforementioned conditions, within thirty (30) days of the date on which the request for pre-financing and the relevant invoice are received.

III.4.2.2. Payment of the balance:

The request for payment of the balance of the Contractor shall be admissible if accompanied by

- the final technical and financial report in accordance with the instructions laid down in Annex I: (separate invoices for subcontracted works, for reimbursable expenses and for the services of the Contractor)
- statements of reimbursable expenses in accordance with Article II.7
- the relevant invoices, indicating the reference number of the Contract and the specific contract to which they refer.

provided the report has been approved by the Commission.

Payment of the balance shall be based on the presentation of a detailed invoice representing the total cost of the services provided. The pre-financing will be cleared and deducted from the total amount invoiced and the balance will be paid to the contractor.

The Commission shall have forty-five days from receipt to approve or reject the report, and the Contractor shall have 45 days in which to submit additional information or a new report.

Within 30 days of the date of receipt of the relevant invoice(s) and of the date on which the report is approved by the Commission, payment of the balance corresponding to the relevant invoices shall be made.

ARTICLE III.5: ANNEXE[S]

Annex A - Resources allocated

SIGNATURES

For the Contrac	tor,	For the Commission,		
[Company name	e/forename/surname/function]	Stefan Pflüger, Head of Unit R.4 -		
		External communication, Directorate		
		General Economic and Financial Affairs		
signature[s]:				
		signature[s]:		
Done at [3, 2	Done at Brussels, [date]		
In duplicate in [English].			

ANNEX IV

Table travel subsistence (per diems)

1. DAILY SUBSISTENCE ALLOWANCES FOR COUNTRIES IN THE EUROPEAN UNION

DESTINATIONS	Daily allowance in €	Maximum hotel price in €
Germany	74,14	97,03
Austria	74,47	128,58
Belgium	84,06	117,08
Cyprus	50,00	110,00
Denmark	91,70	148,07
Spain	68,89	126,57
Estonia	70,00	120,00
Finland	92,34	140,98
France	72,58	97,27
Greece	66,04	99,63
Hungary	50,00	165,00
Ireland	80,94	139,32
Italy	60,34	114,33
Latvia	85,00	165,00
Lithuania	80,00	170,00
Luxemburg	82,00	106,92
Malta	60,00	115,00
Netherlands (The)	78,26	131,76
Poland	60,00	210,00
Portugal	68,91	124,89
Czech Republic	55,00	175,00
United Kingdom	86,89	149,03
Slovakia	50,00	125,00
Slovenia	60,00	110,00
Sweden	92,91	141,27

2. DAILY SUBSISTENCE ALLOWANCES FOR COUNTRIES OUTSIDE THE EUROPEAN UNION

DESTINATIONS	Daily allowance in €	Maximum hotel price in €
Afghanistan	50	75
Albania	50	160
Algeria	85	85
American Samoa	70	135
Andorra	68,89	126,57
Angola	105	175
Anguilla	75	140
Antigua and Barbuda	85	140
Argentina	75	210
Armenia	70	210
Aruba	80	185
Australia	75	135
Azerbaijan	70	200
Bahamas	75	115
Bahrain	80	195
Bangladesh	50	140
Barbados	75	140
Belarus	90	135
Belize	50	135
Benign	50	100
Bermuda	70	140
Bhutan	50	130
Bolivia	50	100
Bonaire	90	185
Bosnia and Herzegovina	65	135
Botswana	50	135
Brazil	65	180
British Virgin Islands	75	140
Brunei	60	165
Bulgaria	70	205
Burkina Faso	55	90
Burundi	50	115
Cambodia	50	115
Cameroon	55	105

DESTINATIONS	Daily allowance in €	Maximum hotel price in €
Canada	65	165
Cape Verde	50	75
Cayman Islands	60	135
Central African Republic	60	80
Chad	65	145
Chile	70	175
China	55	155
Colombia	50	120
Comoros	50	85
Cook Islands	50	135
Costa Rica	50	140
Côte d'Ivoire	60	130
Croatia	60	120
Cuba	75	150
Democratic People's Republic of Korea	50	180
Democratic Republic of Congo	105	140
Djibouti	65	170
Dominica	75	140
Dominican Republic	60	170
East Timor	50	110
Ecuador	50	140
Egypt	65	140
El Salvador	55	125
Equatorial Guinea	60	85
Eritrea	50	80
Ethiopia	50	145
Fiji	50	120
French Guiana	55	140
French Polynesia	60	135
Gabon	75	115
Gambia	50	120
Georgia	80	215
Ghana	70	140
Grenada	75	140
Guadeloupe	65	115
Guam	60	135
Guatemala	50	125
Guiana	50	160

DESTINATIONS	Daily allowance in €	Maximum hotel price in €
Guinea-Bissau	50	90
Haiti	65	125
Honduras	50	125
Hong-Kong	60	205
Iceland	85	160
India	50	195
Indonesia	50	145
Indonesia – East Timor	50	110
Iraq	60	85
Islamic Republic of Iran	55	145
Israel	105	210
Jamaica	60	170
Japan	130	275
Jordan	60	135
Kazakhstan	70	175
Kenya	60	165
Kiribati	60	145
Kuwait	85	195
Kyrgyzstan	75	180
Lao	50	145
Lebanon	70	190
Lesotho	50	100
Liberia	85	150
Libyan Arab Jamahiriya	50	175
Liechtenstein	80	95
Macau	55	95
Macedonia	50	160
Madagascar	50	105
Malawi	50	165
Malaysia	50	200
Maldives	50	135
Mali	60	95
Marshall Islands	50	135
Martinique	70	110
Mauritania	50	75
Mayotte	50	110
Mexico	70	185
Micronesia	55	135

DESTINATIONS	Daily allowance in €	Maximum hotel price in €
Moldova	80	170
Monaco	72,58	97,27
Mongolia	70	90
Montserrat	55	140
Morocco	75	130
Mozambique	60	140
Myanmar	50	75
Namibia	50	85
Nauru	50	135
Nepal	50	135
Netherlands Antilles	90	185
New Caledonia	55	135
New-Zealand	60	125
Nicaragua	50	135
Niger	50	75
Nigeria	50	185
Niue	50	135
Northern Mariana Islands	70	135
Norway	80	140
Oman	70	135
Pakistan	50	130
Palau	50	135
Panama	50	160
Papua New Guinea	55	135
Paraguay	50	140
Peru	75	135
Philippines	60	150
Puerto Rico	65	140
Qatar	65	135
Republic of Guinea	50	135
Republic of Mauritius	60	140
Republic of South Korea	100	200
Republic of the Congo	70	115
Réunion	60	90
Romania	60	170
Russia	90	275
Rwanda	65	160
Saint Kitts and Nevis	85	185

DESTINATIONS	Daily allowance in €	Maximum hotel price in €
Saint Vincent and the Grenadines	75	190
Samoa	50	135
San Marino	60,34	114,33
São Tomé and Príncipe	60	95
Saudi Arabia	85	195
Senegal	65	135
Seychelles	85	140
Sierra Leone	55	135
Singapore	75	150
Solomon Islands	50	120
Somalia	50	125
South Africa	50	145
Sri Lanka	50	105
St Marteen	90	185
St. Lucia	75	140
Sudan	55	215
Suriname	55	125
Swaziland	50	90
Switzerland	80	140
Syrian Arab Republic	80	145
Taiwan, China	55	200
Tajikistan	75	110
Tanzania	50	200
Thailand	60	145
Togo	60	95
Tokelau Islands	50	135
Tonga	50	105
Trinidad and Tobago	60	115
Tunisia	60	85
Turkey	55	165
Turkmenistan	80	150
Turks and Caicos Islands	55	135
Tuvalu	50	135
Uganda	55	180
Ukraine	80	190
United Arab Emirates	70	195
United States of America	80	200
United States of America (New York)	100	275

DESTINATIONS	Daily allowance in €	Maximum hotel price in €
Uruguay	55	160
US Virgin Islands	55	140
Uzbekistan	75	155
Vanuatu	60	110
Vatican City	60,34	114,33
Venezuela	85	125
Vietnam	50	205
Wallis and Futuna Islands	50	135
West Bank and the Gaza Strip	60	110
Yemen	60	165
Zambia	50	135
Zimbabwe	50	115
Other countries	60	145

Financial Proposal

Price schedules and scenarios

LOT 1 – ORGANISATION OF VARIOUS EVENTS

Pr	rice schedule		
Company:			
Date:		 	
Signature:			

This section concerns the organisation of events (information days, conferences, workshops, seminars, visits, etc.) which the Joint Interpreting and Conference Service (SCIC) cannot organise or which it will organise on a collaborative basis.

The categories of staff mentioned under points 1.1 - 1.5 are to be filled in as appropriate. It should be noted that prices must include all direct and indirect costs linked to the service. The number of man days/man hours must include all direct and indirect work linked to the service. The services and works requested constitute a technical support for the realisation of specific actions under the supervision of Commission staff.

Description	Unit cost in €
1. Personnel costs	
1.1 Project director/senior consultant (category I)	m/d
1.2 Project Coordinator/ junior consultant (category II)	m/d
1.3 Assistant/Secretary (category III)	m/d
1.4 Graphic designer	m/d
1.5 Person responsible for audiovisual and IT aspects	m/d
2. Interpretation	
2.1 Simultaneous and/or consecutive interpreting – official languages of	m/d/language
the EU (specify source and target languages)	
2.2 Simultaneous and/or consecutive interpreting – other languages	m/d/language
(specify source and target languages)	

Description of services	No. of units	Total costs per category of staff
3. Preliminary services concerning the finding and		
booking of the venue (conference facilities,		
accommodation and catering possibilities for participants,		
speakers and special guests)		
Category I (senior consultant)		
Category II (junior consultant)		
Category III (Assistant/secretary)		
4. Preparation and organisation costs including		
description of the event organisation, technical and		

financial proposal, detailed planning sheet, assistance		
with identifying participants and promotion (fixed prices		
independent from No. of participants)		
5. Management of participants and follow-up based on		
on-line registrations and e-mailing: Sending		
invitations/programme/ participants lists, managing		
incoming registrations, follow-up of registrations, editing		
and submission of lists of participants, preparing and		
distributing named badges and/or conference material		
(prices based on fixed thresholds + additional participants).		
5.1 for up to 70 participants	/ 1	
Category I	m/d	
Category II	m/d	
Category III	m/d	, , , , ,
Additional participant	1	/participant
5.2 for 100 participants		
Category I	m/d	
Category II	m/d	
Category III	m/d	,
Additional participant	<u>l</u>	/participant
5.3 for 150 participants		
Category I	m/d	
Category II	m/d	
Category III	m/d	,
Additional participant	1	/participant
5.3 for 200 participants		
Category I	m/d	
Category II	m/d	
Category III	m/d	
Additional participant	1	/participant
5.4 for 250 participants		
Category I	m/d	
Category II	m/d	
Category III	m/d	
Additional participant	1	/participant
5.5 for 300 participants		
Category I	m/d	
Category II	m/d	
Category III	m/d	
Additional participant	1	/participant
6. Management of travel and/or accommodation		
arrangements for <u>funded participants and speakers</u>		
(purchase of services, hotel reservations, confirmations,		
room lists), travel management (purchase of services,		
reservations, confirmation, dispatching of prepaid		
tickets).		
(prices based on fixed thresholds + additional participants).		
6.1 for up to 30 participants		
Category I	m/d	
Category II	m/d	
Category III	m/d	
Additional participant	1	/participant
6.2 for 50 participants		

Catagory I	m/d	/norticinant
Category I	m/d	/participant
Category II	m/d	
Category III	m/d	
Additional participant	1	
6.3 for 75 participants	/ 1	
Category I	m/d	
Category II	m/d	
Category III	m/d	, , , , ,
Additional participant	1	/participant
6.4 for 100 participants	/ 1	
Category I	m/d	
Category II	m/d	
Category III	m/d	,
Additional participant	1	/participant
7. Management of accommodation arrangements for <u>non-</u>		
<u>funded participants and speakers</u> (hotel reservations,		
confirmations, room lists)		
(prices based on fixed thresholds + additional participants).		
7.1 for up to 30 participants		
Category I	m/d	
Category II	m/d	
Category III	m/d	
Additional participant	1	/participant
7.2 for 50 participants		
Category I	m/d	
Category II	m/d	
Category III	m/d	
Additional participant	1	/participant
7.3 for 75 participants		
Category I	m/d	
Category II	m/d	
Category III	m/d	
Additional participant	1	/participant
7.4 for 100 participants		•
Category I	m/d	
Category II	m/d	
Category III	m/d	
Additional participant	1	/participant
7.5 for 150 participants		• •
Category I	m/d	
Category II	m/d	
Category III	m/d	
Additional participant	1	/participant
- The state of the	1	, participant

8. Management of large-scale dispatches (supply of envelopes,	cost per 500
placing in envelopes, printing of labels from a computer file to be	envelopes
produced by the contractor or supplied by the Commission, postage	
on the basis of 1000 copies)	
Material to be placed in the envelope (e.g. conference programme,	
list of participants, poster, leaflets, brochures)	
8.1 one item/envelope	/500 envelopes
8.2 two items/envelope	/500 envelopes

8.3 three items/envelope	/500 envelopes
8.4 four or more items per envelope	/500 envelopes
9. Recording and transcription of discussions and debates	/hour
10. Production of the record of proceedings of a conference (provided	/page
electronically in Word Format in EN or FR)	
11. Written translation from one Community language into another	/page
(translated by native speaker and proof-read by another native speaker)	

12. Design and layout of print-ready	b/w	2 colours	4 colours
documents (including illustrations and their			
copy right) (prices per m/h)			
12.1 A4 announcement			
12.2 A4 programme incl. list of participants			
12.3 A5 programme incl. list of participants			
12.4 other formats proposed			
12.5 A1 poster			
12.6 Banner (price per m2)	/m2	/m2	/m2

13. Printing work, including supervision and	b/w	2 colours	4 colours
monitoring			
13.1 Format A4 135gr			
- 2 pages,			
- 4 pages,			
- 8 pages,			
- 16 pages,			
- supplementary page A4,			
13.2 Format A5, 135 gr			
- 4 pages			
- 8 pages			
- 16 pages			
- 32 pages			
- supplementary page A5			
13.3. Other format proposed, per page			
13.4 A4 cover, 250 gr			
13.5 A5 cover, 250gr			
13.6 Cover for proposed format (under point 13.3)			
13.7 A1 poster, 250gr			
13.8 Banner (price per m2)			
13.9 other formats proposed, per page			
13.0.1 proceedings of the conference; four colour			/unit
cover, 135gr, 32 inside pages b/w, 80gr			
13.0.2 proceedings of the conference; four colour			/unit
cover, 135gr, 48 inside pages b/w			
14. Printing of a paper bloc A4 (cover			/unit
including illustrations and logos, 25 inside pages,			
white, 80gr, hard back)			
15. Items for participants			
15.1 Conference bags with Commission and/or			/unit
conference logo (prices for three categories)			
Economy/Standard/luxurious	/u	ınit /u	ınit /unit
15.2 Pens with conference logo (two colours)			
(prices for three categories)	/un	it /u	ınit /unit
Economy/Standard/luxurious			/unit

15.3 Folders for A4 documents	/unit
15.4 Badges (plastic) with conference and/or	
Commission logo	

16. Creation of a sub-site to the Commissions web-site including	
editing, layout and up-date + online registration / hotel	
reservation module	
16.1 Creation and maintenance	/m/h
16.2 Additional language version	/m/h
17. Editorial works	/m/h
18. Assistance with creation of mailing lists for specific target	
groups	/m/h
19. Management of the purchase of other services from third	% of invoice
parties (e.g. select and hire conference rooms/meeting	
rooms/press room, recruit hostesses, organise transport, select	
and recruit moderator's services, catering, hire audiovisual and	
computer equipment, technical equipment, flowers and	
decoration)	
NB: the mentioned services do not include services indicated	
anywhere else in this price list	

Scenarios

Tenderers are requested to:

- 1. Outline the specific approach they propose in order to deliver the services below
- 2. Explain in detail all organisational steps
- 3. Provide costs for each step/item based on the unit prices indicated in the price list
- 4. Clearly indicate the services or parts of services, which are to be subcontracted
- 5. Make a clear distinction between added items/services according as stipulated in point 3.4 of the terms of reference

SCENARIO 1 – 2-DAY CONFERENCE, OCT 2006, TURKU/FINLAND

The European Commission (DG Economic and Financial Affairs, External Communication Unit) is organising a 2-day conference in Turku (Åbo) in Finland on 19-20 October 2006. Number of participants: 200

(1) Preparation and organisation

- Definition, preparation of budget, management, follow-up and supervision of service providers.
- Find venue for the conference

(2) Management and follow-up of participants and speakers

- Send invitations by e-mail.
- IT management: Inputting registrations, printing and sending confirmations, managing correspondence, production and sending of lists.
- Personal e-mail and follow-up with specific VIP-participants/speakers.

(3) <u>Management of travel and accommodation arrangements for paid participants</u> and speakers. Basis: 85 total (10 speakers + three participants from each MS)

- Travel: Reservations, confirmations, dispatching of prepaid tickets.
- Accommodation (2-3 nights with breakfast): Hotel reservations, confirmations, room lists

(4) Management of the purchase of services from third parties

• Event Webpage development

Webpage with conference information, including on-line registration

• Printing

Programme: Format open A3 – closed A4, four colours, 135gr Participants list: Format open A3 – closed A4, four colours, 135gr Badges (participants, speakers, Commission officials)

Name plates for speakers

Signage (Poster Format 2m/80cm – 5 pieces)

Materials

Conference bags (participants, speakers, Commission officials)

Notepads (cover: print logo and title of the conference) Pens with the € symbol + the conference title printed on Gift for speakers and discussants Gift for participants

• Venue

Welcome area

Welcome desk to be installed in front of plenary meeting room.

1 Plenary meeting room

1 meeting room for approximately 200 persons, set-up in classroom style, including space for 4 interpretation booths according to Commission standards.

1 Press conference room

1 room for press conference

1 Press office room

1 working room for the press, set-up with tables and chairs to accommodate up to 15/20 journalists.

1 VIP room

1 VIP room with meeting table and chairs and sofa corner.

1 Organiser's room

1 office for approximately 6 persons, set-up with minimum 4 tables and 8 chairs

Catering space

Room or space near plenary meeting room that will be used for coffee-breaks for 200 participants.

• Technical equipment

Plenary meeting room

Screen, overhead projector, flipchart, 1 PC with PowerPoint Interpretation (according to Commission standards): 4 interpretation booths, complete audio system, 200 head sets, LCD-projector, 4 fixed microphones, 2 roving microphones, podium, technician.

1 VIP room

Rental of 1 telephone with international line.

1 Press conference room

Technical equipment for press conference.

1 Press office room

Rental of 5 PCs

Rental of 1 printer

Black/white Laser printer + cables + CD with drivers. This printer with Post Script is shared between all computers in the room. Full functions to be installed by the supplier, ready to work.

Rental of 1 telephone + 1 fax + necessary ISDN line(s) for the connection of the 5 PCs.

1 Organiser's room

Rental of 2 PCs

Rental of 1 printer

Black/white Laser printer + cables + CD with drivers. This printer with Post Script is shared between all computers in the room. Full functions to be installed by the supplier, ready to work.

Rental of 1 telephone + 1 fax + necessary ISDN line(s) for the connection of the 2 PCs

Rental of 1 black/white photocopier

Accommodation

85 single rooms with breakfast will be paid for (speakers + participants from 25 member states). All other expenses (minibar, telephone, meals, etc.) are to be invoiced directly to the speakers/participants.

All other rooms are to be paid by the participants themselves. The European Commission officials will also pay their room themselves.

• Catering

Welcome drink

Welcome drink and early registration Wednesday evening 18 October: Wine, soft drinks (water, orange juice, soda) and snacks.

Coffee & tea service

Thursday 19 October in the morning (arrival of participants - registration desk) and according to the programme four coffee breaks: coffee/tea and soft drinks (water, orange juice, soda).

Lunch

Seated buffet lunch including drinks on Thursday 19 October Seated buffet lunch including drinks on Friday 20 October

Evening Thursday 19 October

Reception after the conference for 150-200 people: Wine, soft drinks (water, orange juice, soda) and snacks Dinner for speakers and VIPs (30-35 people): 4-course seated dinner including aperitif and wine Proposal for several venues requested

Hostesses

Assistance with registration, assistance in plenary meeting and guiding delegates.

• Photographer

• Floral decoration

2 big floral arrangements (colours of the EU – blue/yellow) for the plenary meeting room

2 small floral arrangements (colours of the EU – blue/yellow) for the welcome desk

1 floral arrangement (colours of the EU – blue/yellow) for the press conference room

1 floral arrangement (colours of the EU – blue/yellow) for the VIP room

Transfers

Airport: Minibuses or buses before and after the event, according to flight schedules. Frequency: not less than each half hour.

Transport from hotel to venue and back if necessary.

Research and advice on additional cultural "free" programme for participants

Document with cultural, social and tourist activities.

• Production and mailing of transcript conference

Recording and transcription Production of the record of proceedings Mailing

Evaluation

Mailing evaluation form Compilation and analysis of evaluation forms Production of final report

Detailed description	Number of	Unit cost in €	Subtotal in €
for every stage	units		
1. Preparation and organisation			
2. Management and follow up of			
participants			
3. Management of travel and			
accommodation			
4. Management of the purchase of			
services from third parties			
Total in €			

SCENARIO 2 – 1,5 DAY CONFERENCE FEB 2007 - SHANGHAI

The European Commission (DG Economic and Financial Affairs, External Communication Unit) is organising a 1.5-day conference in Shanghai in February 2007. Number of participants: 250

1. Preparation and organisation

- Definition, preparation of budget, management, follow-up and supervision of service providers.
- Find venue for the conference

2. Management and follow-up of participants and speakers

- Send invitations by e-mail.
- IT management: Inputting registrations, printing and sending confirmations, managing correspondence, production and sending of lists.
- Personal e-mail and follow-up with specific VIP-participants/speakers.

3. <u>Management of travel and accommodation arrangements for paid participants and speakers</u>

- 2 speakers from Europe and 10 participants each from Macau, Bangkok, Taiwan and Hong Kong
- Travel: Reservations, confirmations, dispatching of prepaid tickets
- Accommodation (2 nights with breakfast): Hotel reservations, confirmations, room lists

4. Management of the purchase of services from third parties

• Event Webpage development

Webpage with conference information, including on-line registration

Printing

Programme: Format open A4 closed A5, 16 pages, 135gr Participants list: Format open AA4 closed A5, 8 pages, 135gr Badges (participants, speakers, press, Commission officials) Name plates speakers Signage (Poster Format 2m/80cm – 5 pieces)

• Materials

Conference bags (participants, speakers, Commission officials)
Notepads (with conference logo printed on cover)
Pens (€ + conference title)
Gift for speakers and discussants
Gift for participants

• Venue

Welcome area

Welcome desk to be installed in front of plenary meeting room.

1 Plenary meeting room

1 meeting room for approximately 250 persons, set-up in classroom style

1 Press conference room

1 room for press conference

1 Press office room

1 working room for the press, set-up with tables and chairs to accommodate up to 25 journalists.

1 VIP room

1 VIP room with meeting table and chairs and sofa corner.

1 Organiser's room

1 office for approximately 6 persons, set-up with minimum 4 tables and 8 chairs

Catering space

Room or space near plenary meeting room that will be used for coffee-breaks for 250 participants.

• Technical equipment

Plenary meeting room

Screen, overhead projector, flipchart, 1 PC with PowerPoint

1 VIP room

Rental of 1 telephone with international line.

1 Press conference room

Technical equipment for press conference.

1 Press office room

Rental of 5 PCs

Rental of 1 printer

Black/white Laser printer + cables + CD with drivers. This printer with Post Script is shared between all computers in the room. Full functions to be installed by the supplier, ready to work.

Rental of 1 telephone + 1 fax + necessary ISDN line(s) for the connection of the 5 PCs.

1 Organiser's room

Rental of 2 PCs

Rental of 1 printer

Black/white Laser printer + cables + CD with drivers. This printer with Post Script is shared between all computers in the room. Full functions to be installed by the supplier, ready to work.

Rental of 1 telephone + 1 fax + necessary ISDN line(s) for the connection of the 2 PCs. Rental of 1 black/white photocopier

• Accommodation

42 single rooms with breakfast will be paid for (speakers + participants). All other expenses (minibar, telephone, meals, etc.) are to be invoiced directly to the speakers/participants.

All other rooms are to be paid for by the participants themselves. The European Commission officials will also pay for their room themselves.

Catering

Welcome drink

Wine, soft drinks (water, orange juice, soda) and snacks.

Coffee & tea service

Upon arrival of participants and according to the programme: three coffee breaks: coffee/tea and soft drinks (water, orange juice, soda).

Lunch

Seated buffet lunch including drinks on first day of the conference

Evening of the first day of the conference

Reception after the conference for 250 people:

Wine, soft drinks (water, orange juice, soda) and snacks Dinner for speakers and VIPs (30-35 people): 4-course seated dinner including aperitif and wine Proposal for several venues requested

Hostesses

Assistance with registration, assistance in plenary meeting and guiding delegates.

• Photographer

• Floral decoration

- 2 big floral arrangements for the plenary meeting room
- 2 small floral arrangements for the welcome desk
- 1 floral arrangement for the press conference room
- 1 floral arrangement for the VIP room

Transfers

Airport: Minibuses or buses before and after the event, according to flight schedules. Frequency: not less than every half hour.

Transport from hotel to venue and back if necessary.

• Research and advice on additional cultural "free" programme for participants Document with cultural, social and tourist activities.

• Production and mailing of conference transcript

Recording and transcription Production of the record of proceedings on CD-Rom Mailing

Evaluation

Mailing of evaluation form Compilation and analysis of evaluation forms Production of final report

Detailed description	Number of	Unit cost	Subtotal in €
for every stage	units	in €	
1. Preparation and organisation			
2.16.11			
2. Management and follow up of participants			
participants			
3. Management of travel and accommodation			
4. Management of the purchase of			
services from third parties			
Total in €			

Organisation of a 1-day seminar in Brussels with 56 participants (two per MS and two per candidate country) and 10 speakers (5 from the MS, 5 from Brussels); no interpretation arrangements necessary; Commission services will provide the contractor with a list of participants

- Finding a venue with appropriate conference facilities
- Management of registration
 - Creation of sub-site to the DGs internet pages (announcement, organisation of on-line registrations)
 - o production of badges for all participants (paper badges in plastic cover, Format 70 x 100mm, incl. logo of the DG)
- Travel and accommodation arrangements for 59 people (54 participants + 5 speakers)
 - Travel and accommodation (max. 2 nights) will be covered by the Commission; the contractor should take care of: reservations, confirmations, coordination with individuals, dispatching of pre-paid tickets and hotel vouchers, and provide Commission services with lists of travel and accommodation details before the start of the seminar.
- **Production of a 2-page programme** (Format A4, recto/verso, incl. logo of the DG)
- **Production of conference proceedings** in English incl. coordination with the speakers (print version: A4 booklet of 50 pages, hard cover incl. logo of the DG; pdf version)
- **Production of a CD Rom** of max. 50 pages (programme, participants lists, proceedings)
- **Production of posters and calicots for the event** (100 posters, Format A1, four colours incl. logo of the DG; 3 banners, Format:80x200, four colours incl. logo of the DG)
- Hostesses throughout the event (uniform, command of appropriate languages)

Detailed description for every stage	Number of units	Unit cost in €	Subtotal in €
1. Preparation and organisation			
2. Management and follow up of participants.			
3. Management of travel and accommodation			
4. Management of the purchase of services from third parties Total in €			

Lot 2: Organisation and management of exhibitions

Pri	ce schedule:		
Company: Date: Signature:			

This section concerns the organisation of permanent or travelling exhibitions. Prices should be indicated in m² and on the basis of purchasing of all material that is part of the exhibition. Prices for technical equipment should be indicated on a rental basis, as indicated in the respective section of the price list.

Particular importance will be attached to the creativity which goes into the preparation of each project.

The categories of staff mentioned under points 1.a - 1.d are to be filled in as appropriate. It should be noted that prices must include all direct and indirect costs linked to the service. The number of man days/man hours must include all direct and indirect work linked to the service. The services and works requested constitute a technical support for the realisation of specific actions under the supervision of Commission staff.

	Price schedule		
I.	Personnel costs for different categories of staff	Unit	ost in €
1.a	Project director/senior consultant		M/d
1.b	Project coordinator/junior consultant		M/d
1.c	Person responsible for technical aspects incl. IT and audio-		M/d
	vision		
1.d	Assistant		M/d
1.e	Secretary		M/d
1.f	Worker, driver		M/d
1.g	Person responsible for surveillance of the stand/exhibition during the event		M/d
II.	Personnel costs for specific services	No. of units	Total costs per category of staff
1.a	General coordination with the Commission and other		
	contractors as required for the organisation of the event		
	including amongst others:		
	- attending the meetings at the request of the		
	Commission (preparation and follow-up);		
	- providing advice and guidance on the contract as a		
	whole;		
	- oral and written communication with members of the		
	Commission on events or contractual issues;		
	- reviewing actions on a more ongoing basis;		
	proposing next steps in order to enhance the impact of the activity;		
	- co-ordination of events/actions with third parties who are involved at the Commission stand/exhibition.		

	Category I (senior consultant) Category II (junior consultant) Category III (Assistant/ secretary)	/m/d /m/d /m/d	
1.b	Contacts with organisers and/or co-organisers concerning technical and logistical questions before, during and after the fair; arranging details of participation with all third parties involved in the events and presentations on the stand (e.g. member states authorities, EU info points, producers' organisations) including assistance in the preparation of these events, visual presentations, internet presentations, etc. Category I Category II Category III	/m/d /m/d /m/d	
1.c	On-site assistance for the duration of the exhibition/event (technical support, office and IT support, taking professional-quality photos and sending them to one Commission's e-mail address during the fair, production of a DVD with selected photos for presentation and archive, picking up and transport of information material to/from given distribution points, etc) Category I Category II Category III	/m/d /m/d /m/d	
1.d	Promotion of the stand before, during and after the event: - Providing ideas for entertainment activities at the stand/exhibition and execution of approved animation activities (e.g. on-line games, quiz with public, production of DVD presentation); - Organisation of events/press conferences at the stand/exhibition or elsewhere in the local area; - Drafting of press releases, press clippings, Contribution to newspapers, websites, catalogue, Category I Category II Category III	/m/d /m/d /m/d	
1.e	Provision of an evaluation document to be distributed to visitors to the stand/exhibition and follow-up (creation of evaluation form, distribution, collection, report on the results of the evaluation)	/III/U	/evaluation
1.f	Provision of a technical report including illustrations at the end of the exhibition/event including suggestions for future similar events (between 5 and 10 pages)		/report

III. Information stands with fixed structures and/or exhibitions

• to be designed according to the specifications of the Commission and installed onthe-spot at an event (or an exhibition). The initial design will subsequently be adapted to enable the structure to be used again on various occasions.

• III.1 The characteristics of the stands are as follows:

- fixed structures in traditional modular joinery, or
- modular structures clad with traditional joinery, or
- other decorative panels which completely conceal the metal framework.

The prices, to be submitted for each stand per m², will include the following basic items of equipment:

one reception desk, one PC table or desk, one TV table or desk, one-piece carpet, signs, installation of the photograph panels, several documentation stands, one lockable storage unit fitted with shelves, one coat rack, one waste-paper basket.

III.2 The characteristics of the existing exhibition are as follows:

- Partition panels with black felt covering on both sides with Octanorm support structure in black (dimension 100 x 225 cm)
- Partition panels with black felt covering on both sides with Octanorm support structure in black (dimension 100 x 225 cm) with central cut-out for TV screen
- Partition panels with black felt covering on both sides with Octanorm support structure in black (dimension 100 x 225 cm) with central cut-out for presentation panels
- Presentation panels (80 x 120 cm)
- Display case, table type: 640 x 990 x 900; glass cover (640 x 990 x 150)
- Display case, table type consisting of a round pedestal, 55cm in diameter, height 111 cm; glass cover: 260x260x300, a turning cylinder 250 cm in diameter, height: 80cm; a euro-trophy on a stone pedestal
- Display stand for a visitors' book consisting of a pedestal; 300 x 300 x 111 and a wooden panel, 330 x 460
- A series of wooden frames with glass of the following dimensions:
 - 750 x 550
 - o 450 x 550
 - 820 x 560
 - 480 x 480
 - 310 x 730
 - o 450 x 750
 - o 430 x 530
 - o 680 x 850
 - 535 x 435
 - o 435 x 535
 - o 720 x 850
 - 550 x 750

0

- 620 x 480 0
- o 330 x 430
- 335 x 435
- 790 x 390
- o 750 x 550
- wheeled boxes of different dimensions for transport

During the period of validity of the framework contract the contractor may be requested to produce additional similar elements for this exhibition or also new elements of a different design, however, the design may have to match the appearance of existing elements.

Prices must include third-party liability and all compulsory insurance.

Price schedule:

III.	Fixed stands and exhibitions	Unit cost in €
1.	Conception, design and production of a fixed stand/exhibition	/m2
1.a	Costs per m2 for a stand/exhibition size between 1 and 20 m2	
1.b	Costs per m2 for a stand/exhibition size between 21 and 50m2	
1.c	Costs per m2 for a stand/exhibition size between 50 and 100m2	
1.d	Costs per m2 for a stand/exhibition size between 100 and 200m2	
1.e	Costs per m2 for a stand/exhibition size over 200m2	
2.a	Assembly of a complete exhibition	/m2
2.b	Assembly of one or several separate stands	/m2
3.a	Dismantling of a complete exhibition	/m2
3.b	Dismantling of a single stand or several separate stands	/m2
4.	Transport of an entire exhibition and/or several information stands to and from venue	
4.a	< 50 m2 distance for return journey < 3000 km	/km
4.b	< 50 m2 between 3000 and 5000 km	/km
4.c	< 50 m2 > 5000 km	/km
4.d	> 50 m2 < 3000 km	/km
4.e	> 50 m2 between 3000 and 5000 km	/km
4.f	> 50 m2 > 5000 km	/km
5.	Transport of documentation and other exhibition material (costs per m3, ca. 330kg/m3);	
5.a	< 3000 km, return journey	/km/m3
5.b	between 3000 and 5000 km, return journey	/km/m3
5.c	> 5000 km, return journey	/km/m3
6.	Technical maintenance and storage of the stand/ exhibition when not in use	m³/day
7.	Hostess with a command of the appropriate languages (incl. the language of the country in which the event/exhibition is taking place)	/m/d
8.	Cleaning of the stand/exhibition before, during and after the event	/m2/day
9.	Platform floor	/m2
10.a	Carpet, exhibition type, fire-proof	/m2

10.b	Carpet with logo of the exhibition, (four colours, 1 logo per 10m2)	/m2
	Production of photo panels, stands, posters, banners and films	
	Prices without drafting of texts, translation or purchase of photos	
11.	Production of a 70 x 100 cm photo panel:	
11.a	Graphic design	m/h
11.b	Photo printing/laminating with 3mm PVC/plastification	/unit
11.c	Text printing/laminating with 3mm PVC/plastification	/unit
11.d	Lacquered aluminium frame for photo panels	/unit
12.	Production of a 80 x 120 cm photo panel:	
12.a	Graphic design	m/h
12.b	Text printing/laminating with 3mm PVC/plastification	/unit
13.	Production of a display stand 50 x 100 cm	
13.a	Graphic design	m/h
13.b	Manufacture	/unit
14.	Production of a poster	
14.a	Graphic design	/per hour
14.b	Manufacture	/m2
15.	Production of a banner	
15.a	Graphic design	/m/h
15.b	Manufacture	/m2
16.	Production of a poster from an existing photo	/m2
17.	Production of films in four colours	per film
18.	Photos from a photo library (purchase incl. publication rights)	/unit
19.	Photos and first prints incl. provision of CD Rom	/unit
20.	Reproduction of photos incl. reproduction of CD Rom	/unit
21.	Manufacture of a Duratrans in a single piece	/m2
22.	Lacquered aluminium frame for photo panels	/unit
23.	Wooden frame without glass for photo panels	/unit
24.	Lighting of the panels (purchase)	/unit
25.	Lighting of the panels (rent)	/unit/day
26.	Re-production of exhibition material described under point III.2 of the price list	
26.a	Partition panel with black felt covering on both sides with Octanorm support structure in black (dimension 100 x 225 cm)	unit
26.b	Partition panel with black felt covering on both sides with Octanorm support structure in black (dimension 100 x 225 cm) with central cut-out for TV screen	unit

26.c	Partition panel with black felt covering on both sides with Octanorm support structure in black (dimension 100 x 225 cm) with central cut-out for presentation panels	unit
26.d	Presentation panels (80 x 120 cm)	unit
26.e	Display case, table type: 640 x 990 x 900; glass cover (640 x 990 x 150)	unit
26.f	Display case, table type consisting of a round pedestal, 55cm in diameter, height 111 cm; glass "chapeau" (260x260x300), a turning cylinder 250 cm in diameter, height: 80cm;	unit
26.g	Display for a visitors' book consisting of a pedestal; 300 x 300 x 111 and a wooden panel, 330 x 460	unit
26.h	Wooden frames with glass	unit/m2
26.i	Visitors' book	unit
27.	IT material and other technical equipment (price for rent up to three days; for periods exceeding three days, the price will be multiplied by the following factors: up to 5 days x 1,5, up to 7 days x 1,8, up to 14 days x 3, for any additional week x 1) Lump sum/unit including installation, insurance, assembly and dismantling.	
27.a	PC multimedia of current standard configuration, min. memory 512 Mb, flat screen 17", Internet (access restricted to EU website), installation, mouse, keyboard shall be of the type which is standard for the country hosting the exhibition.	/unit/day
27.b	Laser printer, black and white (at least 35 pages/min)	/unit/day
27.c	Tabletop copying machine	/unit/day
27.d	Monitor and video/DVD player (on renting basis)	/unit/day
27.e	Video player	/unit/day
27.f	DVD player	/unit/day
27.g	CD/MP3 player with sound system	/unit/day
27.h	42" plasma screen for connection to a PC or video/DVD player (on renting basis)	/unit/day
27.i	Telephone	/unit/day
27.j	Fax machine	/unit/day
27.k	Retroprojector	/unit/day
27.1	Videoprojector/ beamer	/unit/day
27. m	PowerPoint digital projector/beamer	/unit/day
27.n	Lighting (halogen spotlight) (on renting basis)	/unit/day
27.o	Table microphone	/unit/day
27.p	Lapel microphone	/unit/day
27.q	Wireless microphone	/unit/day
27.r	Standing speaker podium (for reception at the stand)	/unit/day

28.	Furniture (unit costs for the duration of the event)	
28.a	Counter (modular), standard	/unit
28.b	Counter (modular), high standard	/unit
28.c	Chair, standard	/unit
28.d	Chair, high standard	/unit
28.e	Display for brochures	/unit
28.f	Standard stool	/unit
28.g	High standard stool	/unit
28.h	Standard stool, high (bar stool)	/unit
28.i	High standard stool, high (bar stool)	/unit
28.j	Metal cupboard, lockable	/unit
28.k	Wooden cupboard, lockable	/unit
28.1	Paper board (flip chart) with paper and pens	/unit
28. m	High table for computer	/unit
28.n	Standard table (min. size 80 x 80cm)	/unit
28.o	Wastepaper bin	/unit
III.	Management of the purchase of services from third parties	% of invoice

IV. Stands with a portable structure

<u>IV.1 Characteristics of portable stands</u>: in the form of pop-up stands with magnetic bars, easily transportable in wheeled boxes. Type 1 - Size: approximately 3 m wide and 2,20 m high. Type 2 - Size: approximately 1,5m + 3m + 1,5m wide and 2,20 high)

	Price schedule:		
IV.2	Stands with portable structure	Unit price in EUR	
1.	Graphic design		
1.a	Type 1	/stand	
1.b	Type 2	/stand	
2.	Hiring of the structure		
2.a	Type 1	/stand/day	
2.b	Type 2	/stand/day	
3.	Purchase of the structure		
3.a	Type 1	/stand	
3.b	Type 2	/stand	
4.	Photo prints/laminating		

4.a	Type 1	/stand
4.b	Type 2	/stand
5.	3 mm PVC/plastification per photo (complete stand)	
5.a	Type 1	/unit
5.b	Type 2	/unit
6.	Price of partial reproduction	/section
7.	Text panel, four colours, same texture and dimensions	/section
8.	Transport for return journey < 3000 km	
8.a	Type 1	/km
8.b	Type 2	/km
9.	Transport for return journey >3000 km	
9.a	Type 1	/km
9.b	Type 2	/km
10.	Management of purchase of services from third parties	% of invoice

Scenarios:

Tenderers are requested to:

- 1. outline the specific approach they propose in order to deliver the services below
- 2. explain in detail all organisational steps
- 3. provide costs for each step/item based on the unit prices indicated in the price list
- 4. clearly indicate the services or parts of services, which are to be subcontracted
- 5. Make a clear distinction between added items/services according as stipulated in point 3.4 of the terms of reference

Scenario 1:

Design, organisation and management of an exhibition of about 300m2 (45m3) illustrating the history of European currencies from 1950 to the present

The exhibition is to be held in Dortmund until the end of August 2006. Immediately prior to this, the exhibition will have been shown in Nicosia. The opening ceremony will take place on 4/7/2006. After Dortmund, the exhibition will go back to the contractors' premises where it is stored until the next exhibition.

Listed below are the steps tenderers have to take into account:

- design the exhibition and describe its structure;
- identify and reserve an appropriate venue in Dortmund;
- plan and organise the dismantling of the exhibition in Nicosia;
- plan and organise the transport from Nicosia to Dortmund;
- plan and organise the assembly in Dortmund;
- publicise the event;

- organise the opening ceremony for 70 participants;
- plan and organise the dismantling in Dortmund;
- plan and organise the transport back to the contractors' premises for storage

Price (on the basis of the purchase) of the structure.

Price (on the basis of the purchase) of the graphic design of the panels.

Price (on the basis of the purchase) of production of the panels.

Detailed description for every stage	Number of units	Unit cost in €	Subtotal in €
Total in €			

Scenario 2:

Design and organisation of an exhibition of about 150m2~(22m3) illustrating the history of EMU

The exhibition is to be held in Luxembourg in June and July 2007. The opening ceremony will take place on 1/6/2007. Immediately prior to this, the exhibition will have been held in Brussels. After Luxembourg, the exhibition will be held in Linz for 6 weeks. The opening will be included in the programme of a 3-day seminar on economic issues. The opening ceremony will take place on 9/8/2007.

Listed below are the steps tenderers have to take into account:

- design the exhibition;
- publicise the event;
- identify and reserve an appropriate venue in Luxembourg;
- plan and organise the transport from Brussels to Luxembourg;
- plan and organise the assembly in Luxembourg;
- organise the opening ceremony for 50 participants;
- plan and organise the dismantling in Luxembourg;
- plan and organise the transport from Luxembourg to Linz;
- identify and reserve an appropriate venue in Linz;
- plan and organise the assembly in Linz.

Price (on the basis of the purchase) of the structure.

Price (on the basis of the purchase) of the graphic design.

Price (on the basis of the purchase) of production.

Detailed description for every stage	Number of units	Unit cost in €	Subtotal in €
Total in €			

Scenario 3:

Mounting a stand at the European Economic Association, Amsterdam for 5 days

Services:

- 1. Design, production, transport, assembly and dismantling of a 3.50 x 3.00 metres stand
- 2. Logistic arrangements concerning material/publications (e.g. transport, storage, filling and emptying the document displays before and after the event)

When describing this scenario, **unit prices of the following items** of equipment have to be given:

- Coordination of content and layout with the Commission
- Wireless internet connection on the stand
- Banner with name of exhibitor, place, date of event, in English and Dutch
- One reception desk for 2 persons, including a lockable cabinet and two high chairs
- 1 small round table for visitors with 2 chairs
- a PC table
- lockable document storage space with shelves
- all necessary lighting
- document displays for about 30 different publications (one copy each)
- transport of 500 kg of documentation from DG ECFIN premises to the conference venue and transport of remaining publications back to Brussels
- Photographic report (max. 10 electronic photos to be placed on the web-site)

Price (on the basis of the purchase) and description of the structure.

Price (on the basis of the purchase) of the graphic design.

Price (on the basis of the purchase) of production.

Detailed description for every stage	Number of units	Unit cost in €	Subtotal in €
Total in €			

Financial Identification Form

 $\underline{http://europa.eu.int/comm/budget/execution/ftiers_fr.htm}$

Legal entity Form

http://europa.eu.int/comm/budget/execution/legal_entities_fr.htm

Declaration of the candidate's eligibility

Tenders will not be considered if the candidates are in any of the following situations:

- (a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) they have been convicted of an offence concerning their professional conduct by a judgment which has the force of *res judicata*;
- (c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- (d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- (e) they have been the subject of a judgment which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- (f) following another procurement procedure or grant award procedure financed by the Community budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations;
- (g) they are faced with a conflict of interest;
- (h) they have been guilty of misrepresentation in supplying the information required or have failed to supply this information.

 (Nom)
 (Signature)
 (Date)

In compliance with articles 93 and 94 of the Financial Regulation applicable to the general budget of the European Communities.

LETTER OF SUBMISSION OF TENDER

Dear Sirs,

You will find enclosed the tender of [name of service provider] in response to invitation to tender 2005/ECFIN/R4/01 for the organisation of events and exhibitions.

This tender is submitted for (please highlight the appropriate lot)

- Lot 1: organisation and management of events (conferences, seminars, workshops)
- Lot 2: organisation and management of exhibitions and the development of information stands and all related tasks

This tender file includes the following documents (please tick in the corresponding box where appropriate):

Detailed presentation of the company focussing on its experience in relation to the subject of the present invitation to tender (Lot 1 and/or Lot 2) including the tenderer's name and business name, a description of the tenderer's legal form, the address of the tenderer's registered office, telephone and fax numbers, e-mail address and internet address, the names of the legal representatives of the tenderer, the tenderers VAT number and trade register entry number. Annex nopage	YES	NO
Letter(s) signed by the authorised representatives of each of the other parties designating the company and/or the person who will represent the consortium. Annex nopage	YES	NO
Filled-in Legal Entity File form (attached in Annex 3 of the invitation to tender) and all supporting documents mentioned under point 2.3.1 (b) required from private entities/ individuals/ public entities (as applicable) <i>Annex no page</i>		NO
Filled-in financial identification form and signed by an authorised representative of the tenderer and their bank. (standard form attached in Annex 2 and a specific form for each Member State is available at the internet address mentioned) Annex no Page	YES	NO
Signed declaration of the candidate's eligibility (exclusion criteria) (Annex 4 of invitation to tender document) Annex no page	YES	NO
Selection criteria (according to part 3, point2):		

Evidence of the economic and financial capacity of the service provider(s) (part 3, point 2.1)	YES	NO
Evidence of technical and professional capacity of the service provider(s) (according to part 3, point 2.2 of the invitation to tender document)	YES	NO
The tender has been signed and all pages corresponding to this letter of submission of tender have been initialled by an authorised representative.		NO
Award criteria (according to part 3, point 3):		
Detailed description of project methodology and team management Annex nopage		NO
Detailed description of quality of the logistical arrangements and the administrative support		NO
Description of the capacity to act in different countries		NO
Detailed description of the organisation of local suppliers		NO
Explanation of mechanisms concerning the choice of sub-contractors		NO
Completed price list for Lot 1 (annex 1) (if applicable)		NO
Completed scenarios for Lot 1 (annex 1) (if applicable)		NO
Completed price list for Lot 2 (annex 1) (if applicable)		NO
Completed scenarios for Lot 2 (annex 1) (if applicable)		NO

(Signature of authorised representative)
Forename:
Name:
Position:
T

¹⁾ all pages need to be initialled by the authorised representative(s)