



EUROPEAN COMMISSION  
DIRECTORATE-GENERAL FOR  
ECONOMIC AND FINANCIAL AFFAIRS  
External Communication

## **Invitation to tender ECFIN/R4/2008/018**

### **Specifications**

#### **Invitation to tender for a framework contract for the organisation of exhibitions and stands**

These specifications follow the publication of the contract notice in the Official Journal of the European Union **2008/S-163-219618**.

- Part 1: Technical description
- Part 2: Administrative details
- Part 3: Assessment and award of the contract
- Part 4: Draft framework service contract and specific contract

- Annex 1: Financial identification form
- Annex 2: Legal entities form
- Annex 3: Declaration of the candidate's eligibility regarding the exclusion criteria
- Annex 4: Daily subsistence allowances

In the event of any discrepancies in the translations of this document, the French text shall take precedence.

## **PART 1: TECHNICAL DESCRIPTION**

### **1. INTRODUCTION: BACKGROUND TO THE CONTRACT**

The purpose of this invitation to tender is to conclude a framework contract with companies capable of assisting the European Commission essentially in the area of organising exhibitions and stands, and in particular organising its travelling exhibition on the euro and Economic and Monetary Union, 'The euro, our currency'.

The Directorate-General for Economic and Financial Affairs is responsible for the economic policy of the European Union.

The aims of this policy are to ensure the success of economic and monetary union (EMU) both inside and outside the European Union and to promote economic policy coordination.

As part of its information and communication strategy, which is designed to increase EU citizens' understanding of Community policies and issues, the Directorate-General for Economic and Financial Affairs wishes to continue its campaign to provide information on EU economic policy decisions and their consequences.

The Directorate-General for Economic and Financial Affairs is also in charge of implementing the Prince euro programme, which is an information programme for the general public and funds priority information campaigns on EMU, the euro and economic policy.

The programme is designed to be an efficient means of communication and dialogue between the general public and the Community institutions. It is based on close cooperation with the authorities of the Member States and takes account of specific regional and national characteristics.

The programme primarily consists of:

- partnerships with Member States;
- information campaigns in Member States and third countries;
- development of information resources (conferences, publications, exhibitions, audiovisual products, etc.).

Additional information on the activities of the Directorate-General for Economic and Financial Affairs is available at [http://ec.europa.eu/economy\\_finance/](http://ec.europa.eu/economy_finance/)

### **2. NATURE OF THE CONTRACT**

The assistance sought by the European Commission should enable it to organise exhibitions and stands both within and outside the European Union, and in particular its travelling exhibition on the euro and Economic and Monetary Union, 'The euro, our

currency' (see ([http://ec.europa.eu/economy\\_finance/focuson/focuson9122\\_en.htm](http://ec.europa.eu/economy_finance/focuson/focuson9122_en.htm) for further information concerning the exhibition 'The euro, our currency').

The Commission may also seek assistance in relation to its other policy areas. Ultimately, the aim is to raise awareness of the rules and policies that make up Economic and Monetary Union or other Commission policy areas.

By highlighting the openness, coherence and impact of EU initiatives in this area, information and communication campaigns, and in particular the organisation of exhibitions and stands, help to make them more accessible to the public and raise public awareness of the important issues at stake. In this context, service companies will perform the tasks requested by the European Commission, while taking into account the existing resources and working in cooperation with the relevant Commission departments, in particular the Directorate-General for Economic and Financial Affairs' information and communication unit.

As a general rule, the campaigns covered by this invitation to tender are likely to take place in the EU's 27 Member States, but may also be conducted outside the EU, notably in other European countries, whether or not they have applied for membership, or in countries further afield (such as the United States or Japan).

Following the invitation to tender, a framework contract will be signed with the successful tenderer chosen on the basis of the tender judged to represent the best value for money during the evaluation process.

The framework contract signed following the invitation to tender will run for a period of one year and may be renewed three times. The maximum amount for the four years of the contract is EUR 4 000 000.00.

By way of information, the Directorate-General for Economic and Financial Affairs has just launched a call for tender for a framework contract for the provision of advice and conception of information and communication actions (Invitation to Tender No ECFIN/R4/2008/004) as well as a framework contract for work involving writing, graphic design and the Web (ECFIN/R4/2008/015). In addition, in 2010, the Directorate-General for Economic and Financial Affairs intends to launch a call for tender for a framework contract for events management (ECFIN/R4/2010/001) and a call for tender for a framework contract for the supply of promotional material (ECFIN/R4/2010/002).

Attention is drawn to the fact that, if a tenderer is awarded the framework contract for the provision of advice and conception of information and communication actions (Invitation to Tender No ECFIN/R4/2008/004), there could be a very high risk of a conflict of interest arising when subsequent framework contracts are awarded in the area of communication. Consequently, procedures for awarding subsequent framework contracts in that area will involve an ad hoc assessment of the tender and the situation of the tenderer in question in order to enable the contracting authority to decide whether or not there is a real risk of a conflict of interest which would warrant exclusion.

### 3. NATURE OF THE WORK TO BE UNDERTAKEN

The proposed activities should help the European Commission to organise exhibitions and stands, and particularly to organise its travelling exhibition on the euro and Economic and Monetary Union, 'The euro, our currency'.

As work to update the exhibition or create a stand may involve some editorial or translation work, compliance with the rules of the Interinstitutional Style Guide is essential in order to ensure the editorial and linguistic quality of texts for the exhibition and stands. The contractor must also be able to arrange translation for all the official languages of the European Union, as well as those of the EFTA/EEA, the candidate countries and, if necessary, other countries.

For further information, the Interinstitutional Style Guide can be found at <http://publications.europa.eu/code/en/en-000100.htm> and the list of languages is available at <http://publications.eu.int/code/pdf/370000en.htm>.

The activities covered by the framework contract could include the following (this list is not exhaustive):

- updating the travelling exhibition on the euro and Economic and Monetary Union, 'The euro, our currency' in line with current economic and European affairs;
- organising the exhibition 'The euro, our currency' in the Member States of the European Union, the candidate countries or the rest of the world, including managing all the logistical and organisational aspects of the event (opening ceremony, catering, advertising, staff such as hostesses, technicians, security guards, photographer etc.);
- researching, collecting and analysing information and documents with a view to editing, translating, revising and adapting documents such as exhibit panels and brochures, presentations on computer (or another audiovisual or interactive data medium) for the exhibition/stand, or any other promotional material for the event;
- graphically designing, researching, purchasing and adapting images, illustrating and creating illustrations (hand drawn, comic strips, computer-generated drawings, etc.) drafting, layout and production of electronic files (QuarkXpress, Adobe InDesign, pdf press optimised and others) for:
  - printing exhibit panels for the exhibition and stands (portable or otherwise, and, in the case of portable stands, with or without structures),
  - brochures for the exhibition/stand,
  - presentations on computer (or another audiovisual or interactive data medium),
  - other promotional material for the event, and banners;
- printing and producing exhibit panels for the exhibition and stands (portable or otherwise), and in the case of portable stands, with or without structures); in order

to avoid excessive transport costs, printing and production must, where possible, take place in a location near to the location of the event;

- printing and producing brochures or other printed material for the exhibition/stand (in order to avoid excessive transport costs, printing and production must, where possible, take place in a location near to the location of the event);
- putting up and taking down banners, including on buildings;
- dispatching or transporting (by land and, if necessary, by sea) material for the exhibition/stand produced for the purposes of the event;
- transporting (by land and, if necessary, by sea) exhibitions/stands;
- assembly and disassembly of exhibitions/stands;
- design, creation and production of portable stands and their structures;
- design, creation and production of exhibit panels for portable stands (without the structures) which are compatible with the structures of the POP-UP portable stands that DG ECFIN already has, so that these structures can be re-used with the new exhibit panels;
- storage of material, stands, banners, exhibitions, etc.

#### **4. PUBLICATION**

All items created under the terms of the specific contracts linked to the framework contract must include an assignment of copyright to the Commission. The Commission may use, assign to a third party or even modify in whole or in part any item resulting from work carried out subject to a contract.

All items created under the terms of the specific contracts linked to the framework contract must be sent to the Commission in a format that enables it to disseminate them by whichever means it deems best and to use them in whichever information and communication campaign it deems most appropriate in the context of its information and communication strategy.

## **PART 2: ADMINISTRATIVE DETAILS**

### **5. GENERAL TERMS AND CONDITIONS FOR THE SUBMISSION OF TENDERS**

Submission of a tender implies that the tenderer accepts all the terms and conditions set out in these specifications (including the annexes) and waives all other terms of business.

Submission of the tender is binding on the successful tenderer 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.

The European Commission may request an electronic version of all or part of the tender in order for it to be translated with a view to assessment.

Once the Commission has received the tender, it will become the property of the Commission and the Commission will treat it confidentially.

The Protocol on the Privileges and Immunities or, where appropriate, the Vienna Convention of 24 April 1963 on Consular Relations will apply to this invitation to tender.

### **6. NO OBLIGATION TO AWARD THE CONTRACT**

The tendering procedure does not involve the Commission in any obligation to award the contract.

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

### **7. JOINT TENDERS**

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

1. The tender originates from a consortium already formally set up as a separate legal entity able to submit its statutes, mode of operation and technical and financial capacity, such as result from the contributions of its various members. That consortium will bear the technical and financial responsibility for the contract and will present the requested financial guarantee.
2. The tender originates from companies not yet having created a consortium as a separate legal entity but planning to constitute one, as referred to in point 1, if

their joint tender is accepted. In such cases, the tenderer will have to specify the legal form, provide the draft articles of association and indicate the envisaged mode of operation of the consortium, the various technical and financial contributions and the guarantees envisaged.

3. The tender originates from companies not wishing to constitute a consortium on a formal basis as a separate legal entity and thus constituting a de facto association. In such cases, the tender will be submitted in the form of a subcontracting arrangement (see point 8), and one of the companies will assume full responsibility for the tender. This company will sign the contract in its name, the other companies then being regarded as its subcontractors.

In all cases of joint tenders, the information required below under point 10.1 (Part 2) 'Administrative proposal', point 11 (Part 3) 'Exclusion criteria' and point 12 (Part 3) 'Selection criteria' must be provided for all members participating in the tender.

## **8. SUBCONTRACTORS**

Where, in a tender, the services to be performed by a subcontractor account for 20% or more of the contract, the subcontractor must provide all the necessary documents to enable the tender as a whole to be assessed with regard to the exclusion criteria, selection criteria (in their entirety) and award criteria. Where those services represent less than 20% of the contract, the subcontractor will not be required to provide documents on his or her financial and economic capacity.

The tender must clearly identify the subcontractor(s) and document their willingness to perform the tasks and their acceptance of the terms and conditions set out in this document.

Tenderers must inform subcontractors that Article II.17 of the standard service contract will apply to them. Once the contract has been signed, Article II.13 of the abovementioned service contract will govern the subcontracting.

Any staff employed under contract by the successful tenderer but not part of the permanent staff will be considered subcontracted. This also applies to independent consultants employed for a limited time and staff on secondment from another firm.

Failure to declare subcontracting may result in termination of the contract concluded with the Commission.

## **9. SPECIAL TERMS**

## 9.1. Payment procedures

Payments will be made in accordance with Article I.5 of the draft framework service contract (Part 4).

## 9.2. Award procedures

As the need arises, the contractor will receive written requests from the European Commission to submit, within a period of 10 working days, detailed estimates for the services required. These estimates are to be submitted for prior approval by the Commission before any work starts and will be the subject, each time, of a specific agreement drawn up in accordance with the model set out in Annex 3 to the framework contract. The contractor will have a maximum of 10 working days within which to accept and sign the specific agreement.

## 9.3. Guarantee

Tenderers are referred to Article I.5.4 of the draft framework contract with regard to the lodging of a security. This will be compulsory for all pre-financing involving an amount equal to or in excess of EUR 150 000.

## 9.4. Penalties

In the event of failure to provide the services, either by the deadline set in the specific agreements or in due form, penalties will be applied as follows:

- 9.4.1. **In the event of late delivery**, a penalty will be applied using the following mathematical formula:

*1.5% of the total value of the service X number of working days of delay X k*

Where,

*k* is the urgency-sensitivity coefficient of the dossier. The value of *k* may be 0.5, 1, 1.5 or 2, or another value as specified in the specific agreement. The default value is 1.

The urgency-sensitivity coefficient (*k*) and the quality requirements will be indicated in the specific agreement on the basis of which the contractor accepts the dossier.

- 9.4.2. **In the event of rejection of the deliverables on the grounds of quality**, the penalty to be applied will be 15% of the total value of the service.



- 9.4.3. **In the event of significant or major delay**, as defined below, for which the contractor is responsible, the European Commission may halt all work being done by that contractor and choose another firm to redo it, entirely at the expense of the defaulting contractor. In that event, the contractor will be required to repay any amounts received under the contract.

Significant delay means any delay of between 25% and 50% of the number of working days in the delivery margin (reference period).

Major delay means any delay of more than 50% of the number of working days in the delivery margin (reference period).

The *number of working days of delay* is calculated on the basis of the delivery date set in the specific agreement plus a delivery margin (expressed in working days). The delivery margin may be indicated in the specific agreement. By default, it is set at 10 working days.

Where a *fixed deadline* applies (e.g. event to be commenced on a predetermined date), any delay which could stop the project in question proceeding as planned will be regarded as a significant or major delay. Furthermore, if the event had to be cancelled or could not be held due to the fault of the contractor, the contracting authority may, in addition to the repayment of sums received under the contract, require an amount equal to 10% of the value of the specific contract in question to be paid as compensation.

- 9.4.4. All types of penalties, whether for inadequate quality of work or delays in implementation, will apply cumulatively, but may not exceed one and a half times the value of the order.

These penalties apply automatically without formal notice simply as a result of the delay or defective work.

## 9.5. Suspension of services

If a contractor is found to have committed two major errors or one fatal error, as defined below, in the course of six consecutive months, the European Commission may automatically suspend, by registered letter with acknowledgement of receipt, the award of any further work to the contractor in question for a period of three months.

The criteria for classifying an error as major or fatal are as follows:

**Major error** applies when one of the following conditions is met:

- significant delay on any type of dossier;

- deliverables are rejected after they have been submitted twice for acceptance;

**Fatal error** applies when one of the following conditions is met:

- major delay on any type of dossier;
- any delay on a very sensitive dossier;
- deliverables are rejected after they have been submitted three times for acceptance.

In drawing up their tenders, tenderers should bear in mind the provisions of the standard contract attached to this invitation to tender (Part 4).

## **10. CONTENT OF THE TENDER**

All tenders must be presented in three sections.

### **10.1. Administrative proposal**

The administrative proposal must include the following information:

- 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 tenderer's legal representatives (directors, etc.) authorised to sign contracts with third parties on behalf of the organisation;
- the tenderer's VAT number and trade-register entry number;
- the financial identification form filled in and signed by an authorised representative of the tenderer and by the tenderer's bank (see document attached in Annex 1);
- the legal entity form (see document attached in Annex 2);
- an eligibility declaration certifying that the tenderer is not in any of the situations listed in Articles 93 and 94 of the Financial Regulation of the European Communities (OJ L 248 of 16 September 2002) (see Annex 3);

- evidence of economic and financial capacity: documents listed in Part 3, point 12.1;
- evidence of technical and professional capacity: documents listed in Part 3, point 12.2;
- other substantiating documents if the candidate or tenderer cannot, for valid reasons, provide those indicated above;
- CVs of the members of the team that will carry out the work.

## 10.2. Technical proposal

This section is of great importance in the assessment of the tenders, the award of the contract and the future execution of any resulting contracts. The technical proposal must meet the technical specifications laid down in Part I.3 and, more specifically, in Tables 1, 2 and 3.

## 10.3. Financial proposal

- **Prices must be quoted in euros.** This also applies to countries which do not form part of the euro zone. Tenderers from countries outside the euro zone may not revise their prices as a result of exchange rate fluctuations. The choice of exchange rate belongs to the tenderer, who assumes the risks and opportunities associated with such fluctuations.

- The reference price for the award of the contract must consist of two amounts:

(a) **the amount due 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 tender must specify the **daily rates** for the staff the contractor intends to allocate to the various operational assessments.

(b) **the amount corresponding to the reimbursable expenses.**

This amount, mentioned in Article I.3.1 of the draft service contract referred to above, corresponds to the expenses incurred by the contractor as a direct result of the tasks performed under the contract.

In accordance with the rules on reimbursement set out in Article II.7 of and Annex 4 to the abovementioned draft framework service contract, reimbursable expenses are travel and subsistence (hotel costs and daily allowance) expenses.

In the tender, this amount must be indicated separately from the amount stipulated in (a) (see Table 4).

- **Prices should be quoted free of all duties, taxes and other charges, i.e. also free of VAT**, as the Communities are exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities of 8 April 1965 (OJ L 152 of 13 July 1967). Exemption is granted to the Commission by the governments of the Member States, either through repayment upon presentation of documentary evidence or by direct exemption.

For those countries where national legislation provides an exemption by means of a repayment, the amount of VAT is to be shown separately. If tenderers have doubts about the applicable VAT system, it is their responsibility to contact the national authorities in order to obtain clarification on the European Community's exemption from VAT.

The following information is intended to help tenderers to estimate the maximum amount of expenses. The quoted price must be signed by the tenderer or a duly authorised representative.

### **PART 3: ASSESSMENT AND AWARD OF THE CONTRACT**

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

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

The aim of these stages is, respectively:

- (1) to check, in the first stage (exclusion criteria), whether tenderers can take part in the tendering procedure and, where appropriate, be awarded the contract (see Annex 3);
- (2) to check, in the second stage (selection criteria), the technical and professional capacity and economic and financial capacity of each tenderer who has passed the exclusion stage (Table 1- Selection criteria);
- (3) to assess, on the basis of the award criteria, each tender which has passed the exclusion and selection stages (see Part 3, point 13 - 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 applies in the case of subcontractors.**

**The tender must clearly identify any subcontractors and document their willingness to accept the task, and thus their acceptance of the terms and conditions set out in this document.**

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

**Once the contract has been signed, Article II.13 of the abovementioned service contract will govern the subcontracting.**

## 11. EXCLUSION CRITERIA

Tenderers must confirm that they have not found themselves in any of the following situations since they responded to the invitation to tender.

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 their taxes and duties 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 subject to 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 3 to these specifications. By completing this form, tenderers:

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

## 12. SELECTION CRITERIA

Only tenders fulfilling all the selection criteria will be examined in the light of the award criteria.

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 tender. It should also contain any other documents that the tenderer(s) wish(es) to include by way of clarification.

Each of the service providers involved in the tender must have, and demonstrate that they have, both the professional and technical capacity to perform the tasks entrusted to them in the tender and the requisite economic and financial capacity.

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

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.

### 12.1. Evidence of the economic and financial capacity of the service provider(s)

Tenderers must include in their tenders all documents needed to update the information on their economic and financial capacity submitted at the time of the above-mentioned call for tenders. The criteria are set out below.

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:

- balance sheets or extracts from balance sheets for at least the last two years for which accounts have been closed, where publication of the balance sheet is required under the company law of the country in which the tenderer is established;
- statement of overall turnover and turnover in respect of the work, supplies or services to which the contract relates, covering a period which may be no more than the last three financial years.

If, for some exceptional reason which the Commission considers justified, a tenderer is unable to provide one or other of the above documents, said tenderer 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.

## 12.2. Evidence of the technical and professional capacity of the service provider(s)

The ability of service providers to perform the tasks in question 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 documents listed in Table 1.

The technical and professional capacity of tenderers will be assessed on the basis of the following documents:

**Table 1**

<b>Information relating to technical and professional quality</b>	
<b>Selection criterion</b>	<b>Documents/information to be provided</b>
<b>Expertise and experience</b>	<ul style="list-style-type: none"> <li>• List of main clients and services provided during the last three years, indicating the value, the date and the public or private recipient of the services rendered.</li> <li>• Copy of the CVs of the supervisory staff proposed by the tenderer to perform the work covered by the tender.</li> <li>• Examples of similar work carried out in the past three years. If this work was done in part by subcontractors, tenderers must clearly indicate their own role and contribution.</li> <li>• Tenders from consortia of companies or groups of service providers must specify the role, qualifications and experience of each of the members of the consortium or group. In such cases, one of the tenderers must be designated as the main contractor.</li> </ul>
<b>Language abilities</b>	Statement of the tenderer's language abilities. Examples of previous work in EU languages other than the tenderer's own language should be given and explained.
<b>Technical capacity</b>	<ul style="list-style-type: none"> <li>• Statement of the technical equipment and material available to the tenderer to deliver the services covered by this invitation to tender.</li> <li>• Description of the services to be provided by the tenderer directly and those which may be subcontracted.</li> <li>• Description of the measures taken by the tenderer to ensure quality control of the services provided.</li> <li>• Details of subcontractors who have already been selected by the</li> </ul>



	<p>tenderer and may be called upon to perform certain types of work.</p> <ul style="list-style-type: none"> <li>• Statement of the service provider’s average annual workforce and the size of the supervisory staff over the last three years.</li> </ul>
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Tenderers should note 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.

### 13. AWARD CRITERIA

The contract will be awarded to the tenderer whose offer represents the best value for money in accordance with the criteria below.

#### 13.1. Qualitative approach

The contract will be awarded to the tender offering best value for money, based on the following criteria:

- information relating to the proposed approach and the services offered, for which the criteria are set out in **Table 2 (40 points)**;
- case studies (**Table 3**), for which tenderers should outline the approach they propose to adopt in order to achieve the described objective, as well as specifying the budget which they propose to allot to this operation. *It should be noted that these cases are submitted as a guide only, and under no circumstances should they be regarded as an indication of the priorities and exact nature of future operations (20 points for each case study).*

A total of at least 60 points will be required for the qualitative approach. Tenders not obtaining a minimum of 60 points under the qualitative approach will be disregarded at this stage in the procedure.

**Table 2**  
**Qualitative approach**

<b>Information relating to the proposed approach</b>	
<b>Award criterion</b>	<b>Documents to be provided</b>
<p><b>1. Quality and consistency of the proposal in respect of the services requested</b></p> <p><b>(up to 5 points)</b></p>	<p>Here, tenderers should give an outline of the <b>approach they propose to adopt</b> to achieve the European Commission's objectives and to provide the services and/or products requested. They must also explain the <b>key indicators</b> and the <b>approach</b> that will be adopted to guarantee the quality of the services and/or products.</p>
<p><b>2. Organisation and management of the team intended to provide the services requested</b></p> <p><b>(up to 5 points)</b></p>	<p>Tenderers should describe the composition and organisation of the <b>team proposed</b> to ensure maximum efficiency in terms of the costs, speed and quality of the services requested. They should also describe the approach they intend to adopt to ensure an effective contribution from their staff as a whole and the mechanisms proposed to control the quality of the work performed by subcontractors. Tenderers must also give a detailed description of the part of the work which would be subcontracted and indicate the mechanisms to be used to identify new subcontractors who will deliver services under the best conditions, notably in terms of value for money.</p>
<p><b>3. Creativity of the approach adopted and quality of the products/services delivered</b></p> <p><b>(up to 25 points)</b></p>	<p>Tenderers should demonstrate the <b>quality</b> of their services and the <b>creativity</b> they intend to bring to bear in their approach and in their work, e.g. by giving examples of similar work carried out by them, particularly in the field of organising exhibitions and stands, but also in the other fields set out in point 5 of these specifications.</p> <p>When assessing this criterion, the supporting documentation submitted by the tenderer will also be taken into account.</p> <p>Where appropriate, contractors are to carry out a critical analysis of the objectives of this invitation to tender and of the services requested and propose ways of achieving those objectives.</p>
<p><b>4. Impact of activities carried out</b></p> <p><b>(up to 5 points)</b></p>	<p>Tenderers should give a description of the approach proposed to optimise and evaluate the <b>impact of the activities</b>, particularly in terms of cost-effectiveness. They should also provide details of predetermined performance indicators that will allow the impact of the activities to be assessed in quantitative terms.</p>

### Table 3

#### Scenarios

##### **Scenario No 1: 'Exhibitions'**

###### **Organisation of a travelling exhibition in four countries of the EU**

The Directorate-General for Economic and Financial Affairs has decided to organise a travelling exhibition in four European countries: two in the euro area, one in a Member State of the European Union which has not yet adopted the euro, and one in a candidate country.

The requirements are as follows:

- the exhibition will be organised as follows: starting in Belgium, where it has just been opened to the public in Brussels, the exhibition must be organised in the following countries and in the following order – Poland (Warsaw), Portugal (Lisbon), Ireland (Dublin), and Croatia (Zagreb);
- all items containing text (50 exhibit panels, 1 brochure (A5 format) consisting of 12 pages, etc.) must be translated into the language of each of the host countries;
- all items containing text (exhibit panels, brochures) must, if possible, be produced/printed in the host country in order to reduce transport costs;
- one exhibit panel for the exhibition is devoted to the situation in the host country, in particular the economic situation;
- the exhibition is intended for the general public;
- after these four events have taken place the exhibition will be taken to the storage location provided for by the tenderer to be stored there for at least two months (60 days).

Tenderers must:

- give a **detailed** explanation of their proposed approach to all the stages of organising these four exhibitions (transport, assembly, disassembly, the logistical organisation of the event, including the choice of exhibition room, organising the opening ceremony, publicising the event, etc);
- indicate how long they would require for each stage (transport, production, etc.);
- indicate the human resource requirements for each stage;
- draft the exhibit panel on Poland in English;
- translate the exhibit panel on Poland into Polish;
- propose a detailed budget<sup>1</sup> for scenario 1 (NB: the budget will be used to assess the tender price).

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<sup>1</sup> Prices must include delivery of the products to the European Commission in Brussels. Accordingly, this delivery should not be invoiced separately.

Summary of points available for the qualitative assessment:

- appropriateness of the proposed approach (14 points);
- appropriateness and quality of the text proposed for the exhibit panel on Poland (3 points);
- quality of the translation of the text of the exhibit panel on Poland into Polish (3 points).

Tenderers should consult the website of the Directorate-General for Economic and Financial Affairs for further information on the tasks to be undertaken:

[http://ec.europa.eu/economy\\_finance/index\\_en.htm](http://ec.europa.eu/economy_finance/index_en.htm)

## **Scenario No 2: 'Stands'**

### **Designing and organising a conference stand**

The Directorate-General for Economic and Financial Affairs has decided to participate in a conference with a stand to present and promote its specialist publications.

The requirements are as follows:

- the conference will take place in Lisbon, will have around 5 000 participants and will last 5 days;
- the public will have very specialist knowledge in the area of economics and finance;
- the surface area available to the Directorate-General for Economic and Financial Affairs will be 20m<sup>2</sup>;
- other bodies will also attend with their stands (universities, European institutions and international organisations);
- the stand must be easy to assemble/disassemble, and easy to transport so that it can be reused at later events (this must be taken into account in the design of the material, for both graphic and editorial elements);
- the graphic and editorial content of the exhibit panels for the stand must be essentially devoted to the Directorate-General for Economic and Financial Affairs and its specialist publications; its publications aimed at the general public must also feature;
- the English language must be used;

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<sup>2</sup> Prices must include delivery of the products to the European Commission in Brussels. Accordingly, this should not be invoiced separately.

<sup>3</sup> Prices must include delivery of the products to the European Commission in Brussels. Accordingly this delivery should not be invoiced separately.

- all the items for the stand must, if possible, be produced/printed in the host country, in order to reduce the transport costs;
- after the event the stand must be transported to Brussels to be stored on the premises of the Directorate-General for Economic and Financial Affairs.

Tenderers must:

- give a **detailed** explanation of their proposed approach to **all** the stages of organising this event;
- indicate how long they would require for each stage (transport, production, etc.);
- indicate the human resource requirements for each stage;
- submit a scale model of the stand, to include the graphic and editorial parts;
- propose a detailed budget<sup>2</sup> for scenario 2 (NB: the budget will be used to assess the tender price.):

Summary of points available for the qualitative assessment:

- appropriateness of the proposed approach (14 points);
- appropriateness and quality of the scale model – graphic part (3 points);
- appropriateness and quality of the scale model – editorial part (3 points).

Tenderers should consult the website of the Directorate-General for Economic and Financial Affairs for further information on the tasks to be undertaken:

[http://ec.europa.eu/economy\\_finance/index\\_en.htm](http://ec.europa.eu/economy_finance/index_en.htm)

### **Scenario No 3: 'Stands'**

#### **Creation and production of a portable stand**

To mark the 10<sup>th</sup> anniversary of Economic and Monetary Union (EMU), the Directorate-General for Economic and Financial Affairs has decided to produce a portable stand on this theme to explain the challenges and history of Economic and Monetary Union to European citizens.

The requirements are as follows:

- the same stand will be used successively in several Member States of the European Union at events organised by the European Commission to celebrate the 10<sup>th</sup> anniversary of Economic and Monetary Union;
- the target audience is the general public;
- the stand must be easy to assemble/disassemble, and easy to transport so that it can be reused at later events;
- the exhibit panels for the stand must be devoted to EMU, its challenges and history;
- the exhibit panels must be created in all the official languages of the European Union;
- once produced, the stand must be delivered to a European Commission address in Brussels.

Tenderers must:

- give a **detailed** explanation of their proposed approach to **all** the stages;
- indicate how long they would require for each stage (transport, production, etc.);
- indicate the human resource requirements for each stage;
- submit a scale model of the stand, to include the graphic and editorial parts (French version);
- propose a detailed<sup>3</sup> budget for scenario 3. (NB: the budget will be used to assess the tender price).

Summary of points available for the qualitative assessment:

- appropriateness of the proposed approach (14 points);
- appropriateness and quality of the scale model – graphic part (3 points);
- appropriateness and quality of the scale model – editorial part (3 points).

Tenderers should consult the website of the Directorate-General for Economic and Financial Affairs for further information on the tasks to be undertaken:

[http://ec.europa.eu/economy\\_finance/index\\_en.htm](http://ec.europa.eu/economy_finance/index_en.htm)

## 13.2. Price

Tenderers should fill in the price schedule and supply hypothetical prices<sup>4</sup>.

On the basis of this price schedule (Table 4), tenderers should provide a price for each of the scenarios.

The scenarios should enable the awarding authority to compare the tenders and to check that the technical description has been correctly interpreted by the tenderer. Prices must be quoted in euros (excluding VAT).

The scenarios will also serve as a reference for the analysis of tenders relating to subsequent specific agreements.

The lowest-priced tender accepted will be given a financial score equal to the highest score awarded on the basis of qualitative approach.

Points will be awarded to the other accepted tenders in accordance with the following formula:

**Financial score =**

**(lowest tender price among the accepted tenders/price of the tender analysed) X  
(highest qualitative score among the accepted tenders)**

The tender offering the best value for money will be determined on the basis of the final score obtained using the following formula:

**Final score = qualitative score + financial score**

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<sup>4</sup> It is taken as read that tenderers will provide prices for *quality work*. *The quality must be maintained throughout the duration of the framework contract*. In addition, these prices must reflect the approach taken and the quality and types of services described in Table 2.

## Table 4

### Price schedule for the framework contract

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

**Name and first name:** \_\_\_\_\_

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

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

### **Framework contract for the organisation of exhibitions and stands**

*Tenderers should note the following points:*

- 1) *For the purposes of drafting or translation, a page (paper or web) is calculated as 1 500 characters, not including spaces. For between 0 and 1 499 characters, the price indicated will be divided by two (2).*
- 2) *Unit prices must include the following types of insurance: theft, civil liability, fire and material damage.*
- 3) *All material for an event must, where possible, be produced in the country where the event will take place, in order to avoid excessive transport costs.*
- 4) *Tenders for similar events must always be presented in the same way and preferably following the models below.*
- 5) *Tenders from sub-contractors must be attached to the tender from the tenderer when a request is made for the submission of prices for a specific contract.*

<b>DESCRIPTION</b>	<b>Unit cost in EUR (excluding VAT)</b>
<b><u>Staff</u></b> . project manager . project leader . assistant project leader . copywriter, researcher <sup>5</sup>	...euros/person/day ...euros/person/day ...euros/person/day

<sup>5</sup> For example to carry out research on the Internet, or in archives, to research concrete examples, to find people to interview, photographs or other illustrations, to adapt text (which may mean rewriting it), etc.



<ul style="list-style-type: none"> <li>. assistant/secretary</li> <li>. graphic designer, architect</li> <li>. graphic creator (producing graphics, tables, drawings, etc.)</li> <li>. computer graphics expert</li> <li>. photographer</li> <li>. illustrator</li> <li>. cleaning the stand during the event</li> <li>. developing interactive presentations on a touch screen, computer</li> <li>. adapting presentations for an audiovisual medium</li> <li>. computer expert</li> <li>. technical assistant</li> </ul>	<ul style="list-style-type: none"> <li>...euros/person/day</li> <li>...euros/person/day</li> <li>...euros/person/day</li> <li>...euros/person/day</li> <li>...euros/person/day</li> <li>...euros/person/day</li> <li>...euros/m<sup>2</sup>/day</li> <li>...euros/person/day</li> <li>...euros/person/day</li> <li>...euros/person/day</li> <li>...euros/person/day</li> </ul>
<ul style="list-style-type: none"> <li>. technical and IT assistance for all technical and IT aspects of the exhibition/stand for the duration of the exhibition/stand (this item refers to days when the exhibition/stand are open to the public, upon request and intervention within 4 hours: decreasing price):</li> </ul>	<ul style="list-style-type: none"> <li>...euros/day</li> </ul>
<ul style="list-style-type: none"> <li>. events lasting 0 to 5 days</li> <li>. events lasting 6 to 10 days</li> <li>. events lasting 11 to 15 days</li> <li>. events lasting 16 to 20 days</li> <li>. events lasting 21 to 30 days</li> <li>. events lasting 30 to 60 days</li> <li>. events lasting &gt; 61 days</li> </ul>	<ul style="list-style-type: none"> <li>...euros/day</li> <li>...euros/day</li> <li>...euros/day</li> <li>...euros/day</li> <li>...euros/day</li> <li>...euros/day</li> <li>...euros/day</li> </ul>
<ul style="list-style-type: none"> <li>. security guard (decreasing price):</li> </ul>	<ul style="list-style-type: none"> <li>...euros/person/day</li> </ul>
<ul style="list-style-type: none"> <li>. events lasting 0 to 5 days</li> <li>. events lasting 6 to 10 days</li> <li>. events lasting 11 to 15 days</li> <li>. events lasting 16 to 20 days</li> <li>. events lasting 21 to 30 days</li> <li>. events lasting 30 to 60 days</li> <li>. events lasting &gt; 61 days</li> </ul>	<ul style="list-style-type: none"> <li>...euros/person/day</li> <li>...euros/person/day</li> <li>...euros/person/day</li> <li>...euros/person/day</li> <li>...euros/person/day</li> <li>...euros/person/day</li> <li>...euros/person/day</li> </ul>
<ul style="list-style-type: none"> <li>. staff for stand – hostesses/stewards (decreasing price):</li> </ul>	<ul style="list-style-type: none"> <li>...euros/person/day</li> </ul>
<ul style="list-style-type: none"> <li>. events lasting 0 to 5 days</li> <li>. events lasting 6 to 10 days</li> <li>. events lasting 11 to 15 days</li> <li>. events lasting 16 to 20 days</li> <li>. events lasting 21 to 30 days</li> <li>. events lasting 30 to 60 days</li> <li>. events lasting &gt; 61 days</li> </ul>	<ul style="list-style-type: none"> <li>...euros/person/day</li> <li>...euros/person/day</li> <li>...euros/person/day</li> <li>...euros/person/day</li> <li>...euros/person/day</li> <li>...euros/person/day</li> <li>...euros/person/day</li> </ul>
<ul style="list-style-type: none"> <li>. staff for stand – information officers<sup>6</sup> (decreasing price):</li> </ul>	<ul style="list-style-type: none"> <li>...euros/person/day</li> </ul>
<ul style="list-style-type: none"> <li>. events lasting 0 to 5 days</li> <li>. events lasting 6 to 10 days</li> </ul>	<ul style="list-style-type: none"> <li>...euros/person/day</li> <li>...euros/person/day</li> </ul>

<sup>6</sup> Information officers are expected to be trained in the area dealt with by the exhibition/stand and to be able to answer visitors' questions in terms of content.

<ul style="list-style-type: none"> <li>. events lasting 11 to 15 days</li> <li>. events lasting 16 to 20 days</li> <li>. events lasting 21 to 30 days</li> <li>. events lasting 30 to 60 days</li> <li>. events lasting &gt; 61 days</li> </ul>	<p>...euros/person/day  ...euros/person/day  ...euros/person/day</p>
<b><u>Transport and storage of the exhibition/stand/material:</u></b>	
Transport of the exhibition/stand	
Tenderers should note the following points:	
<ul style="list-style-type: none"> <li>- Tenderers are expected to identify the means of transport which represents <u>the best value for money</u>;</li> <li>- Return costs will only be taken into account if the return of the exhibition/stand proves to be necessary, and will be calculated on the basis of number of kilometres involved. <u>Under no circumstances will return costs not involving the return of the exhibition/stand be taken into account</u>;</li> <li>- The prices requested below are <u>decreasing</u> on the basis of an increase in the number of m<sup>2</sup>;</li> <li>- If tenderers consider that the prices requested below may differ depending on the means of transport used, they must state the prices for the different means of transport for the distances and m<sup>2</sup> requested in the price list. <u>Unless they state otherwise, it will be assumed that the prices provided apply for all means of transport and they will not be able to be changed for specific tenders.</u></li> <li>- <u>Prices should include loading and unloading costs.</u></li> </ul>	
<p><b>Distance &lt; 1 500 km:</b></p> <ul style="list-style-type: none"> <li>. between 0 and 25 km<sup>2</sup></li> <li>. between 25.1 and 50 km<sup>2</sup></li> <li>. between 50.1 and 75 m<sup>2</sup></li> <li>. between 75.1 and 100 m<sup>2</sup></li> <li>. between 100.1 and 150 m<sup>2</sup></li> <li>. between 150.1 and 200 m<sup>2</sup></li> <li>. between 200.1 and 300 m<sup>2</sup></li> <li>. &gt; 301 m<sup>2</sup></li> </ul>	<p>...euros/km  ...euros/km  ...euros/km  ...euros/km  ...euros/km  ...euros/km  ...euros/km  ...euros/km</p>
<p><b>Distance between 1 500 and 3 000 km:</b></p> <ul style="list-style-type: none"> <li>. between 0 and 25 km<sup>2</sup></li> <li>. between 25.1 and 50 km<sup>2</sup></li> <li>. between 50.1 and 75 m<sup>2</sup></li> <li>. between 75.1 and 100 m<sup>2</sup></li> <li>. between 100.1 and 150 m<sup>2</sup></li> <li>. between 150.1 and 200 m<sup>2</sup></li> <li>. between 200.1 and 300 m<sup>2</sup></li> </ul>	<p>...euros/km  ...euros/km  ...euros/km  ...euros/km  ...euros/km  ...euros/km  ...euros/km</p>



. between 1.6 and 2 m <sup>3</sup>	...euros/km
. between 2.1 and 3 m <sup>3</sup>	...euros/km
. between 3.1 and 5 m <sup>3</sup>	...euros/km
. between 5.1 and 10 m <sup>3</sup>	...euros/km
. between 10.1 and 15 m <sup>3</sup>	...euros/km
. between 15.1 and 20 m <sup>3</sup>	...euros/km
. between 20.1 and 30 m <sup>3</sup>	
. between 30.1 and 50 m <sup>3</sup>	
<b>Distance between 1 500 and 3 000 km:</b>	...euros/km
. between 0 and 0.5 m <sup>3</sup>	...euros/km
. between 0.6 and 1 m <sup>3</sup>	...euros/km
. between 1.1 and 1.5 m <sup>3</sup>	...euros/km
. between 1.6 and 2 m <sup>3</sup>	...euros/km
. between 2.1 and 3 m <sup>3</sup>	...euros/km
. between 3.1 and 5 m <sup>3</sup>	...euros/km
. between 5.1 and 10 m <sup>3</sup>	...euros/km
. between 10.1 and 15 m <sup>3</sup>	...euros/km
. between 15.1 and 20 m <sup>3</sup>	...euros/km
. between 20.1 and 30 m <sup>3</sup>	...euros/km
. between 30.1 and 50 m <sup>3</sup>	
<b>Distance between 3 000 and 6 000 km:</b>	...euros/km
. between 0 and 0.5 m <sup>3</sup>	...euros/km
. between 0.6 and 1 m <sup>3</sup>	...euros/km
. between 1.1 and 1.5 m <sup>3</sup>	...euros/km
. between 1.6 and 2 m <sup>3</sup>	...euros/km
. between 2.1 and 3 m <sup>3</sup>	...euros/km
. between 3.1 and 5 m <sup>3</sup>	...euros/km
. between 5.1 and 10 m <sup>3</sup>	...euros/km
. between 10.1 and 15 m <sup>3</sup>	...euros/km
. between 15.1 and 20 m <sup>3</sup>	...euros/km
. between 20.1 and 30 m <sup>3</sup>	...euros/km
. between 30.1 and 50 m <sup>3</sup>	
<b>Distance &gt; 6 000 km:</b>	...euros/km
. between 0 and 0.5 m <sup>3</sup>	...euros/km
. between 0.6 and 1 m <sup>3</sup>	...euros/km
. between 1.1 and 1.5 m <sup>3</sup>	...euros/km
. between 1.6 and 2 m <sup>3</sup>	...euros/km
. between 2.1 and 3 m <sup>3</sup>	...euros/km
. between 3.1 and 5 m <sup>3</sup>	...euros/km
. between 5.1 and 10 m <sup>3</sup>	...euros/km
. between 10.1 and 15 m <sup>3</sup>	...euros/km
. between 15.1 and 20 m <sup>3</sup>	...euros/km
. between 20.1 and 30 m <sup>3</sup>	...euros/km
. between 30.1 and 50 m <sup>3</sup>	...euros/km

## Storage

Tenderers should note the following points:

- Prices requested below are decreasing on the basis of an increase in the number of m<sup>3</sup> and number of days.

. between 0 and 1 m<sup>3</sup>

- . 7 days
- . 15 days
- . 21 days
- . 30 days
- . for each additional week above 30 days
- . for each additional month above 30 days

...euros/m<sup>3</sup>/day  
...euros/m<sup>3</sup> day  
...euros/m<sup>3</sup>/day  
...euros/m<sup>3</sup>/day  
...euros/m<sup>3</sup>/day  
...euros/m<sup>3</sup>/day

. between 1.1 and 5m<sup>3</sup>

- . 7 days
- . 15 days
- . 21 days
- . 30 days
- . for each additional week above 30 days
- . for each additional month above 30 days

...euros/m<sup>3</sup>/day  
...euros/m<sup>3</sup> day  
...euros/m<sup>3</sup>/day  
...euros/m<sup>3</sup>/day  
...euros/m<sup>3</sup>/day  
...euros/m<sup>3</sup>/day

. between 5.1 and 10 m<sup>3</sup>

- . 7 days
- . 15 days
- . 21 days
- . 30 days
- . for each additional week above 30 days
- . for each additional month above 30 days

...euros/m<sup>3</sup>/day  
...euros/m<sup>3</sup> day  
...euros/m<sup>3</sup>/day  
...euros/m<sup>3</sup>/day  
...euros/m<sup>3</sup>/day  
...euros/m<sup>3</sup>/day

. between 10.1 and 20 m<sup>3</sup>

- . 7 days
- . 15 days
- . 21 days
- . 30 days
- . for each additional week above 30 days
- . for each additional month above 30 days

...euros/m<sup>3</sup>/day  
...euros/m<sup>3</sup> day  
...euros/m<sup>3</sup>/day  
...euros/m<sup>3</sup>/day  
...euros/m<sup>3</sup>/day  
...euros/m<sup>3</sup>/day

. between 20.1 and 50 m<sup>3</sup>

- . 7 days
- . 15 days
- . 21 days
- . 30 days
- . for each additional week above 30 days
- . for each additional month above 30 days

...euros/m<sup>3</sup>/day  
...euros/m<sup>3</sup> day  
...euros/m<sup>3</sup>/day  
...euros/m<sup>3</sup>/day  
...euros/m<sup>3</sup>/day  
...euros/m<sup>3</sup>/day

. between 50.1 and 100 m<sup>3</sup>

- . 7 days
- . 15 days
- . 21 days

...euros/m<sup>3</sup>/day  
...euros/m<sup>3</sup> day  
...euros/m<sup>3</sup>/day

<ul style="list-style-type: none"> <li>. 30 days</li> <li>. for each additional week above 30 days</li> <li>. for each additional month above 30 days</li> </ul> <ul style="list-style-type: none"> <li>. between 100.1 and 250 m<sup>3</sup> <ul style="list-style-type: none"> <li>. 7 days</li> <li>. 15 days</li> <li>. 21 days</li> <li>. 30 days</li> <li>. for each additional week above 30 days</li> <li>. for each additional month above 30 days</li> </ul> </li> </ul>	<p>...euros/m<sup>3</sup>/day</p> <p>...euros/m<sup>3</sup>/day</p> <p>...euros/m<sup>3</sup>/day</p> <p>...euros/m<sup>3</sup> day</p> <p>...euros/m<sup>3</sup>/day</p> <p>...euros/m<sup>3</sup>/day</p> <p>...euros/m<sup>3</sup>/day</p> <p>...euros/m<sup>3</sup>/day</p> <p>...euros/m<sup>3</sup> day</p>
<b><i>Assembly and disassembly of the exhibition/stand:</i></b>	
Researching exhibition/stand rooms	
Hiring exhibition rooms	based on actual cost
<p>Assembly and disassembly of exhibitions, fixed and portable stands (prices include installation, preparation, technical assistance, IT assistance and large-scale clean-up – management of waste, packaging, pallets, cardboard boxes from the assembly-of the exhibition/stand before and after it is opened to the public).</p> <ul style="list-style-type: none"> <li>. Assembly of exhibitions and fixed stands</li> <li>. Assembly of portable stands</li> <li>. Disassembly of exhibitions and fixed stands</li> <li>. Disassembly of portable stands</li> </ul>	<p>...euros/m<sup>2</sup></p> <p>...euros/unit</p> <p>...euros/m<sup>2</sup></p> <p>...euros/unit</p>
<b><i>Portable stands:</i></b>	
<p>Portable stand with POP-UP panel system, easily transportable in a trunk on wheels</p> <ul style="list-style-type: none"> <li>. Semi-circular structure consisting of several panels, magnetic strips (measuring approximately 240 cm x 330 cm) (packaging included, also for the other items on the stand)</li> <li>. Panels (between 4 and 10 panels, with texts, photos and logos printed in colour, finished using a magnetic system)<sup>7</sup></li> <li>. Lighting (between 4 and 6 halogen spotlights)</li> <li>. Printing of covering for information stand <ul style="list-style-type: none"> <li>. 4 strips 0.747 x 2.28 m</li> <li>. 2 side strips 0.381 x 2.28 m</li> </ul> </li> </ul>	<p>...euros/structure</p> <p>...euros/panel</p> <p>...euros/spot</p> <p>...euros/unit</p> <p>...euros/unit</p>
<b><i>Main elements of the exhibition 'The euro, our currency'</i></b>	

<sup>7</sup> An order for panels does not necessarily involve an order for the structure. It is possible that only the panels will be ordered, to be used with already existing structures.

Exhibition platforms (cut into circles, divided into parts to be easily transportable, approximate height of 10 to 20 cm, fire-resistant paint) <sup>8</sup>	...euros/m <sup>2</sup>
Modular structures with polycarbonate panels and built-in lighting system (to be purchased)	...euros/item
Exhibit panels bearing text to be inserted into the structure (to be produced) <sup>9</sup>	...euros/item
Panel lighting (to be purchased)	...euros/item
Counter for welcoming visitors	...euros/item
Stand for brochures (in plexiglass, on a stand, 4 spaces for brochures (A5 format) (to be purchased)	...euros/item
Stand for 2 curtains (to be purchased)	...euros/item
Flags of the countries of the EU (to be purchased)	...euros/item
Small table in the form of a closed tower for PC flat screens and touch screens <sup>10</sup>	...euros/item
<b>Other:</b>	
. TV (to be hired)	...euros/unit/day
. TV (to be purchased)	...euros/unit
. DVD reader (to be hired)	...euros/unit/day
. DVD reader (to be purchased)	...euros/unit
. Flat screen PC (to be hired)	...euros/unit/day
. Flat screen PC (to be purchased)	...euros/unit
. Touch screen (to be hired)	...euros/unit/day
. Touch screen (to be purchased)	...euros/unit
. Telephone (to be hired)	...euros/unit/day
. Fax (to be hired)	...euros/unit/day
. Table photocopier (to be hired)	...euros/unit/day
. Printer (to be hired)	...euros/unit/day
. Modular counter – standard (to be hired)	...euros/unit/day
. Modular counter – top of the range (to be hired)	...euros/unit/day
. Chair –standard (to be hired)	...euros/unit/day
. Chair – top of the range (to be hired)	...euros/unit/day
. Tall stool – standard (to be hired)	...euros/unit/day
. Tall stool – top of the range (to be hired)	...euros/unit/day
. Desk – standard (to be hired)	...euros/unit/day
. Desk – top of the range (to be hired)	...euros/unit/day
. Lockable metal cabinet (to be hired)	...euros/unit/day
. Lockable wooden cabinet (to be hired)	...euros/unit/day

<sup>8</sup> These platforms are made of wood. Once assembled they are covered with exhibition carpeting and finished with a circular aluminium slat. They must be high enough to allow all cables to go underneath them without being visible to visitors.

<sup>9</sup> The panels bearing text are inserted into the structures. This allows the structures to be reused for each new exhibition as only the panels bearing text need to be changed.

<sup>10</sup> The computer itself must be hidden inside the tower. Only the screens, keyboards and mice must be visible and accessible to visitors. An identical tower also allows the electronic control panel for the whole exhibition to be hidden.

. Modular counter – standard (to be purchased)	...euros/unit
. Modular counter – top of the range (to be purchased)	...euros/unit
. Chair – standard (to be purchased)	...euros/unit
. Chair – top of the range (to be purchased)	...euros/unit
. High stool – standard (to be purchased)	...euros/unit
. High stool – top of the range (to be purchased)	...euros/unit
. Desk – standard (to be purchased)	...euros/unit
. Desk – top of the range (to be purchased)	...euros/unit
. Stand for brochures (to be purchased)	...euros/unit
. Desk/pedestal for computer /'touchscreen' (to be purchased)	...euros/unit
. Exhibition-type carpet, fire-resistant (one colour)	...euros/m <sup>2</sup>
. Exhibition-type carpet, fire-resistant (four colours, 1 logo per 10 m <sup>2</sup> )	...euros/m <sup>2</sup>
. Exhibition-type carpet, fire-resistant (carpet cut away for inclusion of a 10m <sup>2</sup> logo)	...euros/m <sup>2</sup>
Production of banners <sup>11</sup> (indoor/outdoor use)	...euros/m <sup>2</sup>
Construction of small storage rooms with shelves and a lockable door	...euros/m <sup>2</sup>
<b><i>Work linked to the production of printed or electronic data media</i></b>	
Translation	
. into BG	... euros/page
. into CZ	... euros/page
. into DA	... euros/page
. into DE	... euros/page
. into EE	... euros/page
. into EL	... euros/page
. into EN	... euros/page
. into ES	... euros/page
. into FI	... euros/page
. into FR	... euros/page
. into GA	... euros/page
. into HU	... euros/page
. into IT	... euros/page
. into LT	... euros/page
. into LV	... euros/page
. into MT	... euros/page
. into NL	... euros/page
. into PL	... euros/page
. into PT	... euros/page
. into RO	... euros/page
. into SI	... euros/page
. into SK	... euros/page
. into SV	... euros/page
. into Russian	... euros/page
. into Chinese	... euros/page

<sup>11</sup> Base for a canvas cover 60 \* 200 cm; a high resolution scanned photo 70 \* 90 cm with a title, a sub-title and some lines of text.



. into Japanese	... euros/page
. into Turkish	... euros/page
. into other languages	... euros/page
. surcharge for urgent translation (24 hours)	+ ... %
Purchase of rights for illustrations and photographs	based on actual cost
Digitalising photographs/illustrations	
. for publication in paper form (300 dpi)	... euros/unit
. for publication on the Web (72 dpi)	... euros/unit
Retouching photographs	... euros/unit
Hiring non-copyrighted photographs (e.g. from a media library belonging to the tenderer)	... euros/unit
Page layout from electronic original (text only)	...euros/page or panel
Page layout from electronic original (text + illustrations)	...euros/page or panel
Printing of exhibition brochures/booklets for an event:	
<b>. A5 format (250 g, matt-coated, 4-colour cover; 100 g, matt-coated, 4-colour pages)</b>	
. 1–100 copies:	
- between 8 and 12 pages	... euros/unit (time...)
- between 12 and 20 pages	... euros/unit (time...)
- between 20 and 40 pages	... euros/unit (time...)
- between 40 and 60 pages	... euros/unit (time...)
. 101–500 copies:	
- between 8 and 12 pages	... euros/unit (time...)
- between 12 and 20 pages	... euros/unit (time...)
- between 20 and 40 pages	... euros/unit (time...)
- between 40 and 60 pages	... euros/unit (time...)
. 501–1000 copies:	
- between 8 and 12 pages	... euros/unit (time...)
- between 12 and 20 pages	... euros/unit (time...)
- between 20 and 40 pages	... euros/unit (time...)
- between 40 and 60 pages	... euros/unit (time...)
. 1001–5000 copies:	
- between 8 and 12 pages	... euros/unit (time...)
- between 12 and 20 pages	... euros/unit (time...)
- between 20 and 40 pages	... euros/unit (time...)
- between 40 and 60 pages	... euros/unit (time...)
. 5001 – 10 000 copies:	
- between 8 and 12 pages	...euros/unit (time...)
- between 12 and 20 pages	...euros/unit (time...)
- between 20 and 40 pages	...euros/unit (time...)

<p>- between 40 and 60 pages</p> <p><b>. A4 format (250 g, matt-coated, matt-laminated, 4-colour cover; 100 g, matt-coated, 4-colour inside pages)</b></p> <p>. 1–100 copies:</p> <ul style="list-style-type: none"> <li>- between 8 and 12 pages</li> <li>- between 12 and 20 pages</li> <li>- between 20 and 40 pages</li> <li>- between 40 and 60 pages</li> </ul> <p>. 101–500 copies:</p> <ul style="list-style-type: none"> <li>- between 8 and 12 pages</li> <li>- between 12 and 20 pages</li> <li>- between 20 and 40 pages</li> <li>- between 40 and 60 pages</li> </ul> <p><b>. other formats</b></p>	<p>...euros/unit (time...)</p> <p>... euros/unit (time...)</p> <p>... euros/unit (time...)</p> <p>... euros/unit (time...)</p> <p>... euros/unit (time...)</p> <p>... euros/unit (time...)</p> <p>... euros/unit (time...)</p> <p>... euros/unit (time...)</p> <p>... euros/unit (time...)</p> <p>... euros/unit (time...)</p> <p>based on actual costs</p>
<p>Printing programmes/invitations (250 g matt-coated paper)</p> <p>. 1 segment, 2 pages (A5 format)</p> <ul style="list-style-type: none"> <li>- between 1 and 50 copies</li> <li>- between 51 and 100 copies</li> <li>- between 101 and 500 copies</li> </ul> <p>. 2 segments, 4 pages, 1 fold line (A5 closed format)</p> <ul style="list-style-type: none"> <li>- between 1 and 100 copies</li> <li>- between 101 and 500 copies</li> <li>- between 501 and 1000 copies</li> <li>- each additional 500 copies over and above 1000 copies</li> </ul> <p>. 3 segments, 6 pages, 2 roll fold lines (A5 closed format)</p> <ul style="list-style-type: none"> <li>- between 1 and 100 copies</li> <li>- between 101 and 500 copies</li> <li>- between 501 and 1000 copies</li> <li>- each additional 500 copies over and above 1000 copies</li> </ul> <p>. 4 segments, 8 pages, 3 concertina fold lines (A5 closed format)</p> <ul style="list-style-type: none"> <li>- between 1 and 100 copies</li> <li>- between 101 and 500 copies</li> <li>- between 501 and 1000 copies</li> <li>- each additional 500 copies over and above 1000 copies</li> </ul>	<p>... euros/unit (time...)</p> <p>... euros/unit (time...)</p> <p>... euros/unit (time...)</p> <p>... euros/unit (time...)</p> <p>... euros/unit (time...)</p> <p>... euros/unit (time...)</p> <p>... euros/unit (time...)</p> <p>... euros/unit (time...)</p> <p>... euros/unit (time...)</p> <p>... euros/unit (time...)</p> <p>... euros/unit (time...)</p> <p>... euros/unit (time...)</p> <p>... euros/unit (time...)</p> <p>... euros/unit (time...)</p> <p>... euros/unit (time...)</p> <p>... euros/unit (time...)</p>
<p>Producing a poster (4-colour, 135 g paper) to promote the exhibition/stand:</p>	

<ul style="list-style-type: none"> <li>. mock-ups <ul style="list-style-type: none"> <li>. A3 format</li> <li>. A2 format</li> <li>. A1 format</li> <li>. A0 format</li> </ul> </li>   <li>. quick printing <ul style="list-style-type: none"> <li>. A3 format <ul style="list-style-type: none"> <li>. fewer than 100 copies</li> <li>. 101–300 copies</li> <li>. 301–500 copies</li> <li>. 501–1000 copies</li> </ul> </li>   <li>. A2 format <ul style="list-style-type: none"> <li>. fewer than 100 copies</li> <li>. 101–300 copies</li> <li>. 301–500 copies</li> <li>. 501–1000 copies</li> </ul> </li>   <li>. A1 format <ul style="list-style-type: none"> <li>. fewer than 100 copies</li> <li>. 101–300 copies</li> <li>. 301–500 copies</li> <li>. 501–1000 copies</li> </ul> </li>   <li>. A0 format <ul style="list-style-type: none"> <li>. fewer than 100 copies</li> <li>. 101–300 copies</li> <li>. 301–500 copies</li> <li>. 501–1000 copies</li> </ul> </li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>... euros/unit</li> <li>... euros/unit</li> <li>... euros/unit</li> <li>... euros/unit</li>   <li>... euros/unit (time...)</li> <li>... euros/unit (time...)</li> <li>... euros/unit (time...)</li> <li>... euros/unit (time...)</li>   <li>... euros/unit (time...)</li> <li>... euros/unit (time...)</li> <li>... euros/unit (time...)</li> <li>... euros/unit (time...)</li>   <li>... euros/unit (time...)</li> <li>... euros/unit (time...)</li> <li>... euros/unit (time...)</li> <li>... euros/unit (time...)</li>   <li>... euros/unit (time...)</li> <li>... euros/unit (time...)</li> <li>... euros/unit (time...)</li> <li>... euros/unit (time...)</li> </ul>
<b><i>Work linked to the opening ceremony/event:</i></b>	
<ul style="list-style-type: none"> <li>Cocktail (price must be decreasing) <ul style="list-style-type: none"> <li>. for 25 people</li> <li>. for 50 people</li> <li>. for 100 people</li> <li>. for 200 people</li> <li>. for 300 people</li> </ul> </li>   <li>. Ribbon to cut at the opening ceremony</li> <li>. Scissors (to be purchased)</li> <li>. Visitor's book (to be purchased)</li> <li>. System of registering the number of visitors</li> <li>. System of assessing the event (assessment forms to be distributed to visitors and filled in – analyses of results to be carried out by the Commission)</li> </ul>	<ul style="list-style-type: none"> <li>...euros/person</li> <li>...euros/person</li> <li>...euros/person</li> <li>...euros/person</li> <li>...euros/person</li>   <li>...euros/m</li> <li>...euros/item</li> <li>...euros/item</li> <li>...euros/event</li> <li>...euros/event</li> </ul>

**Possible surcharge**

Description	Unit cost in EUR (excluding VAT)
<i>For any duly justified service involving staff costs: surcharge for any work done on Saturdays, Sundays or public holidays, subject to written agreement by the European Commission. This applies only where, for reasons beyond the contractor's control, it was not possible to carry out the work/services on a working day.</i>	... %

***Any items added by the tenderer*** <sup>12</sup>

If tenderers wish to add items not included in the price schedule, they are asked to use the additional table provided below. Any additional items may not exceed 20% of the total number of items already included. Furthermore, all additional items should be accompanied by a detailed explanation/justification.

<b><i>Description</i></b>	<b><i>Unit cost in EUR (excluding VAT)</i></b>
...	...
...	...
...	...
<i>For any duly justified service involving staff costs: surcharge for any work done on Saturdays, Sundays or public holidays, subject to written agreement by the European Commission. This applies only where, for reasons beyond the contractor's control, it was not possible to carry out the work/services on a working day.</i>	+ ... %

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<sup>12</sup> Not to exceed 20% of the total number of items already included. These items should be accompanied by a detailed explanation/justification.

### Hypothetical prices for each of the scenarios

On the basis of the above price schedule, tenderers are invited to establish prices for the three scenarios set out in Table 3:

#### **Scenario No 1:**

<b>Hypothetical prices for scenario No 1</b>			
<b>Detailed description of each stage</b>	<b>Number of units</b>	<b>Unit cost in EUR (excluding VAT)</b>	<b>Subtotal in EUR (excluding VAT)</b>
<b>Contingency amount</b> (5% of the total amount excluding optional extras and reimbursable expenses)			
<b>Total (in EUR)</b>			

#### **Scenario No 2:**

<b>Hypothetical prices for scenario No 2</b>			
<b>Detailed description of each stage</b>	<b>Number of units</b>	<b>Unit cost in EUR (excluding VAT)</b>	<b>Subtotal in EUR (excluding VAT)</b>
<b>Contingency amount</b> (5% of the total amount excluding optional extras and reimbursable expenses)			
<b>Total (in EUR)</b>			

### Scenario No 3:

<b>Hypothetical prices for scenario No 3</b>			
<b>Detailed description of each stage</b>	<b>Number of units</b>	<b>Unit cost in EUR (excluding VAT)</b>	<b>Subtotal in EUR (excluding VAT)</b>
<b>Contingency amount</b> (5% of the total amount excluding optional extras and reimbursable expenses)			
<b>Total (in EUR)</b>			

#### 14. OPENING OF TENDERS

Received tenders will be opened on 10/10/2008 at 10:00 in the Commission building at Avenue Beaulieu, 24, 3/83, B - 1160 Brussels.

Tenderers who wish to be present when the tenders are opened are requested to inform Mr Stefan Pflueger in advance by e-mail or fax, at least 48 hours in advance, at the following address:

Mr Stefan Pflueger,  
Head of Unit, External Communications  
Directorate-General for Economic and Financial Affairs  
B-1049 Brussels  
Belgium  
E-mail: ECFIN-R4-2008-3@ec.europa.eu  
Fax: +32 (02) 2980998

Each tenderer may send a single person to be present at the opening of the tenders.

#### 15. AWARD COMMITTEE

The award process may take place in October or November 2008. An award committee is to be set up for this purpose.

The committee will assess the tenders in accordance with the above criteria.

## **16. INFORMATION FOR TENDERERS**

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

**PART 4: DRAFT FRAMEWORK SERVICE CONTRACT AND**  
**SPECIFIC CONTRACT**



EUROPEAN COMMISSION  
Directorate-General for Economic and Financial Affairs  
  
Resources Directorate  
**External Communication Unit**

**FRAMEWORK SERVICE CONTRACT**

CONTRACT No [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 Pflueger, Head of the External Communication Unit in the Directorate-General for Economic and Financial Affairs,

of the one part,

and

[official name in full]

[official legal form]<sup>13</sup>

[statutory registration number]<sup>14</sup>

[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,

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<sup>13</sup> Delete if contractor is a natural person or a body governed by public law.

<sup>14</sup> Delete if contractor is a body governed by public law. For natural persons, indicate the number of their identity card or, failing that, of their passport or equivalent.



HAVE AGREED

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

**Annex I** – Tender Specifications (Invitation to Tender ECFIN/R4/2008/018)

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

**Annex III** – Specific Contract

*Other Annexes:*

**Annex IV** – Price schedule

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 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 or she dispute any such instruction.

## **I – SPECIAL CONDITIONS**

### **ARTICLE I.1 - SUBJECT**

- I.1.1** The subject of the Contract is the organisation of exhibitions and stands.
- 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 requested or has commenced, the Contractor shall respond and execute the tasks 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.

### **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. Execution of the tasks 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 signed and returned before expiry of the Contract to which they refer.  
  
The Contract shall continue to apply to such specific contracts after its expiry, but for no more than six months after the expiry date.
- I.2.5** The Contract may be renewed up to three times, each time for a period of 12 months, but only before its expiry and with the 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 Annexes II and IV.

**I.3.2** Prices shall be expressed in EUR.

**I.3.3** From the beginning of the second year of duration of the Contract, the price schedule 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 the Contract was signed. The Commission will purchase on the basis of the prices in force on the date on which specific contracts are signed. Such prices shall not be subject to revision.

The amount by which prices may be revised shall be determined by the trend in the MUICP harmonised consumer price index, first published by the Office for Official Publications of the European Communities in the EUROSTAT monthly bulletin, available at <http://www.ec.europa.eu/eurostat/>.

Revision shall be calculated in accordance with the following formula:

$$I_r$$
$$Pr = Po (0.2 + 0.8 \cdot \frac{I_r}{I_o})$$
$$I_o$$

where:

Pr = revised price;

Po = price in the original tender;

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

Ir = index for the month 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 of and Annex 4 to the tender specifications.

## **ARTICLE I.4 – IMPLEMENTATION OF THE CONTRACT**<sup>15</sup>

**I.4.1** Within 10 (ten) working days of a request for services being sent by the Commission to the Contractor, the Commission shall receive an estimate of the resources to be allocated for its execution, with particulars in support.

Within 10 (ten) working days of a specific contract being sent by the Commission to the Contractor, the Commission shall receive it back, duly signed and dated.

## **ARTICLE I.5 - PAYMENT PERIODS**

Payments under the Contract shall be made in accordance with Article II.4. Payments shall be made only if the Contractor has fulfilled all his or her contractual obligations by the date on which the invoice is submitted.

### **I.5.1** Pre-financing

**For the provision of services with a total amount equal to or above EUR 25 000:**

Within 30 (thirty) days of the date on which the Contractor returns the specific contract and the relevant invoice, indicating the reference number of the Contract and the specific contract to which it relates, a pre-financing payment of 30 (thirty) % of the total value of the specific contract (excluding optional extras and reimbursable expenses) shall be made.

### **I.5.2** Interim payments (only for the provision of services **with a total amount** equal to or above EUR 25 000)

Requests for an interim payment, submitted by the Contractor in accordance with the instructions laid down in Annex I, shall be admissible if accompanied by:

- an interim technical report;
- the relevant invoice, indicating:
  - the reference number of the Contract and specific contract to which it relates;
  - any pre-financing payments already made;

provided the report has been approved by the Commission.

From the date of receipt, the Commission shall have 20 (twenty) days in which to approve or reject the report and the execution of the subject of the contract. The

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<sup>15</sup> Paragraph 1 governs the implementation of the Contract through orders, paragraph 2 by specific contracts in the context of a 'cascade' multiple framework contract, and paragraph 3 by specific contracts in the context of a 'competitive' multiple framework contract.

Contractor shall have 20 (twenty) days in which to submit additional information or a new report.

Within 30 (thirty) days of receipt of the relevant invoice and the date on which the report was approved by the Commission, an interim payment corresponding to 40 (forty) % of the total amount stated in the specific contract (excluding optional extras and reimbursable expenses) shall be made.

### **I.5.3 Payment of the balance**

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

- a technical report;
- proof of execution of the subject of the Contract;
- statements of reimbursable expenses in accordance with Article II.7;
- the relevant invoice, indicating:
  - the reference number of the Contract and specific contract to which it relates;
  - any pre-financing payments already made, where no interim payment has been made;

provided the report and the execution of the subject of the Contract have been approved by the Commission.

From the date of receipt, the Commission shall have 20 (twenty) days in which to approve or reject the report and the execution of the subject of the Contract. The Contractor shall have 20 (twenty) days in which to submit additional information or a new report.

The balance of the total amount stated in the specific contract shall be paid once the work has been carried out and accepted by the European Commission, within 30 days of the date of approval of the report. Payment shall be deemed to have been made on the day on which the European Commission's account is debited.

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*[For Contractors established in Belgium, the orders shall include the following provision: 'En Belgique, l'utilisation de ce bon de commande vaut présentation d'une demande d'exemption de la TVA n° 450' or an equivalent statement in Dutch or German. The Contractor shall include the following statement on his or her invoice(s): 'Exonération de la TVA, article 42, paragraphe 3.3 du code de la TVA' or an equivalent statement in Dutch or German.]*

#### **I.5.4 Performance guarantee**

Performance guarantee for each specific contract where the pre-financing payment is equal to or above EUR 150 000 (one hundred and fifty thousand euros) – release on payment of the balance.

A guarantee for an amount of EUR 150 000 (one hundred and fifty thousand euros) shall be issued by a bank, an authorised financial institution or a third party in favour of the Commission. It shall be released on payment of the balance of the specific contract. It shall cover its performance in accordance with the terms set out in Annex I.

#### **ARTICLE I.6 – BANK ACCOUNT**

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

Name of the bank: [complete]

Address of branch in full: [complete]

Exact designation of account holder: [complete]

Full account number including bank codes: [complete]

#### **ARTICLE I.7 – GENERAL ADMINISTRATIVE PROVISIONS**

Any communication relating to the Contract or its implementation shall be made in writing and shall bear the Contract and 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:

Mr Stefan Pflueger  
European Commission  
Directorate-General for Economic and Financial Affairs  
Resources Directorate  
External Communication Unit  
BU-24 3/030

B-1049 Brussels

Contractor:

Mr/Mrs/Ms [complete]

[Position]

[*Company name*]

[Official address in full]

## **ARTICLE I.8 – APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

**I.8.1** The Contract shall be governed by Community law, complemented, where necessary, 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, including its execution, 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. Such data shall be processed solely for the purposes of the performance, management and follow-up of the Contract by the Directorate-General for Economic and Financial Affairs, without prejudice to possible transmission to internal audit services, to the European Court of Auditors, to the Financial Irregularities Panel and/or to the European Anti-Fraud Office (OLAF) for the purposes of safeguarding the financial interests of the Community. The Contractor shall have the right of access to his or her personal data and the right to rectify any such data that are inaccurate or incomplete. Should Contractors have any queries concerning the processing of their personal data, they shall address them to the Directorate-General for Economic and Financial Affairs. The Contractor shall have the right of recourse at any time to the European Data Protection Supervisor<sup>16</sup>.

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<sup>16</sup> Any question concerning the application of Regulation (EC) No 45/2001 must be sent to the Data Protection Co-ordinator for your DG or to the Commission's Data Protection Officer (<http://www.cc.cec/dataprotectionofficer/>).

## **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 90 days' formal prior notice. Should the Commission terminate the Contract, the Contractor shall be entitled only 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 or her commitments. He or she 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.

## **ARTICLE I.11 – OTHER SPECIAL CONDITIONS**

In the event of failure to provide the services, either by the deadline set in the specific agreements or in due form, penalties will be applied as follows:

- a) **In the event of late delivery**, a penalty will be applied using the following mathematical formula:

*1.5% of the total value of the service X number of working days of delay X k*

where,

*k* is the urgency-sensitivity coefficient of the dossier. The value of *k* may be 0.5, 1, 1.5 or 2, or another value as specified in the specific agreement. The default value is 1. The urgency-sensitivity coefficient (*k*) and the quality requirements will be indicated in the specific agreement on the basis of which the Contractor accepts the dossier.

- b) **In the event of rejection of the deliverables on the grounds of quality**, the penalty to be applied will be 15% of the total value of the service.
- c) **In the event of significant or major delay**, as defined below, for which the Contractor is responsible, the European Commission may halt all work being done by that Contractor and choose another firm to redo it, entirely at the expense of the defaulting Contractor. In that event, the Contractor will be required to reimburse any amounts received under the Contract.

Significant delay means any delay of between 25% and 50% of the number of working days in the delivery margin (reference period).

Major delay means any delay of more than 50% of the number of working days in the delivery margin (reference period).



The *number of working days of delay* is calculated on the basis of the delivery date set in the specific agreement plus a delivery margin (expressed in working days). The delivery margin may be indicated in the specific agreement. By default, it is set at 10 working days.

Where a *fixed deadline* applies (e.g. event to be commenced on a predetermined date), any delay which could stop the project in question proceeding as planned will be regarded as a significant or major delay. Furthermore, if the event had to be cancelled or could not be held due to the fault of the Contractor, the contracting authority may, in addition to the repayment of sums received under the Contract, require an amount equal to 10% of the value of the contract in question to be paid as compensation.

- d) All types of penalties, whether for inadequate quality of work or delays in implementation, will apply cumulatively but may not exceed one and a half times the value of the order.

These penalties shall apply automatically without formal notice simply as a result of the delay or defective work.

## **II – GENERAL CONDITIONS**

### **ARTICLE II.1 – PERFORMANCE OF THE CONTRACT**

**II.1.1** The Contractor shall perform the Contract according to the highest professional standards. The Contractor shall have sole responsibility for complying with any legal obligations incumbent on him or her, 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 entrusted to him or her 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 have the professional qualifications and experience required for the execution of the tasks entrusted to them.

**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 or she does not belong to the European public service.

**II.1.6** The Contractor shall have sole responsibility for the staff who execute the tasks entrusted to him or her.

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

- staff executing the tasks entrusted to the Contractor may not receive orders directly from the Commission;

- the Commission may not, under any circumstances, be considered to be the staff's employer, and 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 experience and/or expertise of a member of the Contractor's staff failing to correspond to the profile required by the Contract, the Contractor shall replace that member of staff 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 execution of the tasks entrusted to him or her 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 or her own initiative, record it and report it to the Commission. The report shall include a description of the problem, an indication of the date on which it started and the remedial action taken by the Contractor to ensure full compliance with his or her obligations under the Contract. In such an event, the Contractor shall give priority to solving the problem rather than determining liability.

**II.1.9** Should the Contractor fail to perform his or her 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, as 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 him or her 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 proceedings 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 the insurance against risks and damage relating to performance of the Contract required by the relevant legislation. He or she 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 – CONFLICTS OF INTEREST**

**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 a conflict of interest could arise, in particular, as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflicts of interest 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 that additional measures be taken, if necessary, within a time limit which it shall set. The Contractor shall ensure that his or her staff, board and directors are not placed in a situation which could give rise to a conflict of interest. Without prejudice to Article II.1, the Contractor shall replace, immediately and without compensation from the Commission, any member of staff exposed to such a situation.

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

### **II.3.3** The Contractor declares:

- that he or she 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 or she 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 or her 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 pre-financing 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 any payments made by the Commission to the Contractor which have not yet been covered by equivalent work on the part of the Contractor.

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 payments:

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 relate;
- 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 it contains.

Where the Commission requests a new report, because the one previously submitted has been rejected, it 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 relate;
- 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 it contains.

Where the Commission requests a new report, because the one previously submitted has been rejected, it 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 or her payment request is not admissible, either because the amount is not due or because the necessary supporting documents have not been properly produced. If there is any doubt as to the eligibility of the expenditure indicated in the payment request, the Commission may suspend the payment period 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 and set out the reasons for the suspension 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 shall be entitled to interest, provided the calculated interest exceeds EUR 200. If the interest does not exceed EUR 200, 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. The 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 and including the day of payment. Suspension of payment by the Commission may not be deemed to constitute late payment.

## **ARTICLE II.6 — RECOVERY**

- 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 euros 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 repayment, 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 repayment, 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 for by the Special Conditions or by Annex I, the Commission shall reimburse expenses that are directly connected with the execution of the tasks on presentation 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 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 paid 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.

## **ARTICLE II.8 – OWNERSHIP OF THE RESULTS – INTELLECTUAL AND INDUSTRIAL PROPERTY**

Any results or rights thereto, 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, or assign 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.

## **ARTICLE II.9 — CONFIDENTIALITY**

**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 the 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 or her staff, board and directors, an undertaking that they will respect the confidentiality of any information which is linked, directly or indirectly, to execution of the tasks 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 specified in 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** Information obtained by the Contractor in the course of the Contract may not be used for purposes other than performance of the Contract, 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 applicable tax legislation. 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 or her place of taxation for VAT purposes and shall specify separately the amounts not including VAT and the amounts including VAT.

### **ARTICLE II.12 – FORCE MAJEURE**

**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 them 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 fulfil his or her contractual obligations owing to force majeure, he or she 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 de facto performance of the Contract by third parties.

**II.13.2** Even where the Commission authorises the Contractor to subcontract to third parties, he or she shall none the less remain bound by his or her obligations to the Commission under the Contract and shall bear sole 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 bankrupt or being wound up, is having his or her 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 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 or she is established or with those of the country applicable to the Contract or those of the country where the Contract is to be performed;
- (c) where the Commission has evidence or seriously suspects the Contractor or any related entity or person of grave professional misconduct;
- (d) where the Commission has evidence or seriously suspects the Contractor or any related entity or person of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- (e) where the Commission has evidence or seriously suspects the Contractor or any related entity or person of substantial errors, irregularities or fraud in the award procedure or the performance of the Contract;
- (f) where the Contractor is in breach of his or her obligations under Article II.3;

- (g) where the Contractor was guilty of misrepresentation in supplying the information required by the Commission as a condition for 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 execution of the tasks under a pending order or a specific contract has not actually commenced within fifteen days<sup>17</sup> 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 or her 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 or her 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 one fifth of the period laid down in Article I.2.3.

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

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<sup>17</sup> This period can be modified in the Special Conditions depending on the nature of the contract.

damage and cancel or reduce his or her commitments. He or she shall draw up the documents required by the Special Conditions for the work carried out 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.15a – SUBSTANTIAL ERRORS, IRREGULARITIES AND FRAUD ATTRIBUTABLE TO THE CONTRACTOR**

Where, after the award of the Contract, the award procedure or the performance of the Contract prove to have been subject to substantial errors, irregularities or fraud, and where such errors, irregularities or fraud are attributable to the Contractor, the Commission may refuse to make payments, may recover amounts already paid or may terminate all the contracts concluded with the Contractor, in proportion to the seriousness of the errors, irregularities or fraud.

#### **ARTICLE II.16 – LIQUIDATED DAMAGES**

Should the Contractor fail to perform his or her 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%<sup>18</sup> 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 a reaction on the part of the Contractor or of written withdrawal by the Commission within thirty days of receipt of the Contractor's arguments, the decision imposing the liquidated damages shall become enforceable. 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

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<sup>18</sup> The daily rate for liquidated damages may be modified in the Special Conditions where the subject of the contract so justifies.

nature of liquidated damages and not penalties, and represent 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 natural or legal persons receiving payments from the budget of the European Communities, from signature of the Contract until 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 regarding compliance with contractual obligations, from signature of the Contract until 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 Regulation (EC) No 1073/1999 of the European Parliament and of the Council, from signature of the contract until 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 on which 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, orders or specific contracts or any part thereof.

## SIGNATURES

For the Contractor,

For the Commission,

[*Company name/forename/surname/function*]

Stefan Pflueger

External Communication Unit

Resources Directorate

Directorate-General for Economic and  
Financial Affairs

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

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

Done at [Brussels], [date]

Done at [Brussels], [date]

In duplicate in English.

# **ANNEX I TO THE FRAMEWORK CONTRACT**

Tender Specifications (Invitation to Tender ECFIN/R4/2008/018)

## **ANNEX II TO THE FRAMEWORK CONTRACT**

Contractor's Tender (No [complete] of [complete])

## ANNEX III TO THE FRAMEWORK CONTRACT

### SPECIFIC CONTRACT No

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 Pflueger, Head of the External Communication Unit in the Directorate-General for Economic and Financial Affairs,

of the one part,

and

[official name in full]

[*official legal form*]<sup>19</sup>

[*statutory registration number*]<sup>20</sup>

[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,

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<sup>19</sup> Delete if contractor is a natural person or a body governed by public law.

<sup>20</sup> Delete if contractor is a body governed by public law. For natural persons, indicate the number of their identity card or, failing that, of their passport or equivalent.

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].

**III.1.3** The Contractor undertakes, on the terms set out in the framework contract, this specific contract and the annex[es] thereto, which form an integral part thereof, to perform the tasks specified in Annex A.

**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*]. Execution of the tasks shall start from the date of entry into force of the specific contract. The period of execution of the tasks may be extended only with the express written agreement of the parties before expiry of the deadline.

**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 up the amount of EUR ... shall be reimbursed according to the provisions of the framework contract.

*[For Contractors established in Belgium, the provisions of this contract constitute a request for VAT exemption No 450, provided the Contractor includes the following statement in his or her invoice(s): ‘Exonération de la TVA, article 42, paragraphe 3.3 du code de la TVA’ or an equivalent statement in Dutch or German.]*

**ARTICLE III.4: ANNEX[ES]**

**Annex A** – Contractor’s Specific Tender (No [*complete*] of [*complete*])

**Annex B** – Description of the subject of the contract, as well as the form and deadlines for submission and approval of the reports.

**SIGNATURES**

For the Contractor,

[*Company name/forename/surname/function*]

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

Done at [Brussels], [date]

In duplicate in English.

For the Commission,

Stefan Pflueger  
External Communication Unit  
Resources Directorate  
Directorate-General for Economic and  
Financial Affairs

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

Done at [Brussels], [date]

# **ANNEX IV TO THE FRAMEWORK CONTRACT**

## **Price schedule**

**ANNEX 1 TO THE SPECIFICATIONS**  
**FINANCIAL IDENTIFICATION FORM**

This form can be downloaded from:

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



## **ANNEX 2 TO THE SPECIFICATIONS**

### **LEGAL ENTITIES FORM**

This form can be downloaded from:

[http://ec.europa.eu/comm/budget/execution/legal\\_entities\\_en.htm](http://ec.europa.eu/comm/budget/execution/legal_entities_en.htm)

## ANNEX 3 TO THE SPECIFICATIONS

### DECLARATION OF THE CANDIDATE'S ELIGIBILITY REGARDING THE EXCLUSION CRITERIA

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 subject to a conflict of interest;
- (h) they have been guilty of misrepresentation in supplying the information required or have failed to supply this information.

**Consultants whose tender is selected must provide proof, prior to signing the contract, that they are not in any of the above situations.**

.....(Name)

..... (Signature)

..... (Date)

## ANNEX 4 TO THE SPECIFICATIONS

### Daily subsistence allowances – reimbursable expenses

#### 1. Travel expenses:

Travel expenses are reimbursed on presentation of the following supporting documents:

- the originals of boarding cards and a copy of the original invoice from the travel agency or the used ticket (stating the price paid) for flights;
- the originals of used tickets for travel by sea or rail.

Travel expenses will be reimbursed on the basis of the shortest journey.

Travel by air is authorised for distances of 400 km or above or travel involving crossing the sea. Travel by air will be reimbursed up to a maximum equivalent to the cost of an economy class ticket at the time of the reservation.

Travel by boat or train is reimbursed up to a maximum equivalent to the cost of a first class ticket.

Travel by car is reimbursed at the cost of a first class ticket for the same journey on the same day.

Travel outside the Community is reimbursed in accordance with the general conditions described above, provided that the Commission has given its prior written agreement.

Taxi fares are not reimbursed.

#### 2. Hotel:

Hotel expenses are reimbursed on presentation of the original invoice (or a certified copy).

In all cases, the authorised cost per night may not exceed the limits given in the table below, unless prior reasoned authorisation has been given.

No other expenses, such as the costs of using the minibar etc., are reimbursed.

#### 3. Costs of sending equipment:

The costs of sending equipment or unaccompanied luggage are reimbursed, provided that the Commission has given its prior written agreement and on presentation of the receipt or the invoice.

#### 4. Daily allowance:

A daily allowance is paid at a single rate to cover the costs of breakfast and two meals, local travel, telecommunication costs (including fax and Internet costs) and other miscellaneous costs. All meals paid for or reimbursed by the European Institutions or

third parties must be declared. The following deductions will be applied: breakfast – 15%; lunch – 30%; dinner – 30%. The remaining 25% is intended to cover all other expenses. These expenses are reimbursed on a daily basis.

For travel covering distances of less than 200 km (return trip), no daily allowance is payable.

The daily allowance will be calculated as follows:

- less than 6 hours: no daily allowance, or costs actually incurred on the basis of the presentation of original supporting documents;
- between 6 and 12 hours: half of the daily allowance;
- between 12 and 30 hours: the daily allowance;
- between 30 and 36 hours: 1½ times the daily allowance.

For travel by air or train, the daily allowance is calculated on the basis of the time of departure and arrival plus two hours at the start and two hours at the end of the journey.

#### 5. Procedure for reimbursing reimbursable expenses:

The reimbursable costs described above must be invoiced **separately**.

Invoices must be sent with the original supporting documents and any other information requested in the Contract or in the specific contract with regard to the reimbursement of expenses.

Invoices for the reimbursement of expenses must be sent to the Commission no later than with the last invoice for each specific contract to which they relate. After this date, the Commission may refuse to accept invoices for the reimbursement of expenses.

Invoices must be drawn up in euros. The exchange rate used is the market rate for the penultimate day of the previous month, as given by the European Central Bank or, where available, by the delegations or other appropriate sources around this date and published on:

<http://europa.eu.int/comm/budget/inforeuro/index.cfm?language=en>

## MISSION ALLOWANCES

### DAILY SUBSISTENCE ALLOWANCES FOR COUNTRIES IN THE EUROPEAN UNION

(Staff Regulations)

<b>DESTINATION</b>	<b>Daily allowance in EUR</b>	<b>Daily maximum hotel allowance in EUR</b>
Germany	93	115
Austria	95	130
Belgium	92	140
Bulgaria	58	169
Cyprus	93	145
Denmark	120	150
Spain	87	125
Estonia	71	110
Finland	104	140
France	95	150
Greece	82	140
Hungary	72	150
Ireland	104	150
Italy	95	135
Latvia	66	145
Lithuania	68	115
Luxembourg	92	145

Malta	90	115
Netherlands	93	170
Poland	72	145
Portugal	84	120
Czech Republic	75	155
Romania	52	170
United Kingdom	101	175
Slovakia	80	125
Slovenia	70	110
Sweden	97	160

**DAILY SUBSISTENCE ALLOWANCES FOR COUNTRIES OUTSIDE THE EUROPEAN UNION**

(Commission Decision of 24 January 2002)

<b>DESTINATION</b>	<b>Daily allowance in EUR</b>	<b>Daily maximum hotel allowance in EUR</b>
Afghanistan	50	75
South Africa	50	145
Albania	50	160
Algeria	85	85
Andorra*	68.89	126.57
Angola	105	175
Anguilla	75	140

Antigua and Barbuda	85	140
Netherlands Antilles	90	185
Saudi Arabia	85	195
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
Benin	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
Brunei	60	165
Burkina Faso	55	90

Burundi	50	115
Cayman Islands	60	135
Cambodia	50	115
Cameroon	55	105
Canada	65	165
Cape Verde	50	75
Central African Republic	60	80
Chile	70	175
China	55	155
West Bank and Gaza Strip	60	110
Colombia	50	120
Comoros	50	85
Congo, Dem. Rep. of	105	140
Congo, Rep. of	70	115
Cook Islands	50	135
Korea, North	50	180
Korea, South	100	200
Costa Rica	50	140
Côte d'Ivoire	60	130
Croatia	60	120
Cuba	75	150
Djibouti	65	170
Dominican Republic	60	170
Dominica	75	140



Egypt	65	140
El Salvador	55	125
United Arab Emirates	70	195
Ecuador	50	140
Eritrea	50	80
USA (others)	80	200
USA (New York)	100	275
Ethiopia	50	145
Fiji	50	120
Gabon	75	115
Gambia	50	120
Georgia	80	215
Ghana	70	140
Grenada	75	140
Guadeloupe	65	115
Guam	60	135
Guatemala	50	125
Equatorial Guinea	60	85
Guinea	50	135
Guinea-Bissau	50	90
Guyana	50	160
French Guiana	55	140
Haiti	65	125
Honduras	50	125

Hong Kong	60	205
India	50	195
Indonesia	50	145
Indonesia - East Timor	50	110
Iran	55	145
Iraq	60	85
Iceland	85	160
Israel	105	210
Jamaica	60	170
Japan	130	275
Jordan	60	135
Kazakhstan	70	175
Kenya	60	165
Kyrgyzstan	75	180
Kiribati	60	145
Kuwait	85	195
Laos	50	145
Lesotho	50	100
Lebanon	70	190
Liberia	85	150
Libya	50	175
Liechtenstein	80	95
Macao	55	95
Macedonia, FYR of	50	160

Madagascar	50	105
Malaysia	50	200
Malawi	50	165
Maldives	50	135
Mali	60	95
Northern Mariana Islands	70	135
Morocco	75	130
Marshall Islands	50	135
Martinique	70	110
Mauritius	60	140
Mauritania	50	75
Mayotte	50	110
Mexico	70	185
Micronesia	55	135
Moldova	80	170
Monaco*	72.58	97.27
Mongolia	70	90
Montenegro	80	140
Montserrat	55	140
Mozambique	60	140
Myanmar	50	75
Namibia	50	85
Nauru	50	135
Nepal	50	135

Nicaragua	50	135
Niger	50	75
Nigeria	50	185
Niue	50	135
Norway	80	140
New Caledonia	55	135
New Zealand	60	125
Oman	70	135
Uganda	55	180
Uzbekistan	75	155
Pakistan	50	130
Palau	50	135
Panama	50	160
Papua New Guinea	55	135
Paraguay	50	140
Peru	75	135
Philippines	60	150
French Polynesia	60	135
Puerto Rico	65	140
Qatar	65	135
Réunion	60	90
Russian Federation	90	275
Rwanda	65	160
Saint Kitts and Nevis	85	185

Saint Lucia	75	140
San Marino*	60.34	114.33
Saint Vincent and the Grenadines	75	190
Solomon Islands	50	120
Samoa	50	135
American Samoa	70	135
São Tomé & Príncipe	60	95
Senegal	65	135
Serbia	80	140
Seychelles	85	140
Sierra Leone	55	135
Singapore	75	150
Somalia	50	125
Sudan	55	215
Sri Lanka	50	105
Saint Martin	90	185
Switzerland	80	140
Suriname	55	125
Swaziland	50	90
Syria	80	145
Tajikistan	75	110
Taiwan	55	200
Tanzania	50	200

Chad	65	145
Thailand	60	145
East Timor	50	110
Togo	60	95
Tokelau Islands	50	135
Tonga	50	105
Trinidad and Tobago	60	115
Tunisia	60	85
Turkmenistan	80	150
Turks and Caicos Islands	55	135
Turkey	55	165
Tuvalu	50	135
Ukraine	80	190
Uruguay	55	160
Vanuatu	60	110
Vatican*	60.34	114.33
Venezuela	85	125
Virgin Islands (USA)	55	140
Virgin Islands (UK)	75	140
Vietnam	50	205
Wallis & Futuna Islands	50	135
Yemen	60	165
Zambia	50	135
Zimbabwe	50	115

Other countries	60	145
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\* the following are considered to be geographically part of the country indicated:

- Andorra: Spain
- Monaco: France
- San Marino: Italy
- Vatican: Italy