



EIGE/2011/OPER/04

TENDER SPECIFICATIONS

"Framework contract for the provision of services on organisation of events and technical meetings"

The purpose of these Terms of Reference is to give instructions and guidance to candidates about the nature of the Offer they will need to submit and to serve as the Contractor's mandate during project implementation. The Terms of Reference ensure that the project will be properly conceived by the Contractor, that the work is carried out on schedule and that resources will not be wasted.

The Terms of Reference will become part of the contract that may be awarded as a result of this tender.

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1 TECHNICAL SPECIFICATIONS

1.1 GENERAL BACKGROUND

The European Institute for Gender Equality (EIGE) was created by Regulation (EC) No 1922/2006 of the European Parliament and of the Council of 20 December 2006. The overall objectives or long-term effects of EIGE's work are defined in the Regulation as:

..."To contribute to and strengthen the promotion of gender equality including gender mainstreaming in all Community policies and the resulting national policies, and the fight against discrimination based on sex, and to raise EU citizens' awareness of gender equality."

The main tasks of the Institute are the dissemination of the collected and analyzed comparable data on gender issues and the facilitation of the exchange of best practices and dialogue among stakeholders in order to raise awareness among EU citizens.

To contribute to the implementation of the above mentioned tasks, EIGE launches this call for tender with a goal to conclude a framework contract with professional event organisers, capable of providing services related to the organisation of technical meetings and events.

1.2 DESCRIPTION OF TASKS

1.2.1 Scope of work

The Contractor will provide to EIGE services on organising and conducting meetings and events, primarily in any of the 27 EU Member-States, but also in EU accession countries. The services generally relate to Technical meetings and Events

Technical meetings are typically working groups, seminars, roundtables, trainings, workshops and smaller expert meeting that usually require a small set of services: provision of venue, catering, technical support and accommodation.

Events are typically conferences, lectures, etc; which require a more complex set of services that imply extended preparation.

In relation to the events, the Contractor will be asked to provide a broad range of communication activities targeting different audiences and using various communication channels and tools.

EIGE's communication activities will primarily take place in Vilnius, but there will be events organised in other EU countries. Therefore experience at European and international level and ability to operate on a European level is required from tenderers.

1.2.2 General overview of EIGE events and technical meetings

Name of "event"	Type	Average annual frequency	Location	Description of technical meeting/event
Management Board	Technical meeting	3	Vilnius/EU 27	The Management Board (19 Members) shall meet at least twice a year with the option of additional extraordinary meetings called by its chair.
Experts' Forum	Technical meeting	3-4	Vilnius/EU 27	It is anticipated that the Experts' Forum (32 Members) shall meet at least twice a year, mostly in Vilnius for a maximum of two days.
Working Groups	Technical meeting	3	Vilnius/EU 27	EIGE's two Working Groups, containing approximately 20-30 participants, will meet two or three times a year on the dates to be specified during 2011.
Roundtables, seminars, training courses	Technical meeting	35/year	Vilnius/EU 27	EIGE will organise seminars (up to 30 participants), roundtables, training courses (10 - 20 participants) or small local events with experts (5 to 15 participants), mostly in Vilnius, and in other locations. 10 seminars, 15 roundtables and around 10 local experts meetings are forecasted to be organised per year.
Media events/Press tours/Press visits	Event	3/year	Vilnius/EU 27	EIGE is planning short media events of one day to promote gender equality, to spread useful information and findings, best practices for the local and international media.
Open Days	Event	1/year, starting with 2012	Vilnius/EU 27	Open days should give the general public the opportunity to get direct information about the equality between women and men, EIGE's work and its mandate.
Concerts, exhibition and other cultural events	Event	1 -2/year	Vilnius	EIGE might be planning to organise concerts, exhibitions and other cultural events (for example film screenings, artistic competitions, open air events, etc.) in Vilnius.
Receptions, get-together	Event	1- 2/year	Vilnius	Invitations addressed to public figures and/or VIPs on the occasion on taking up of duties at the management level of the Institute.
Lectures and panel discussions	Event	1- 3/year	Vilnius	Leading personalities in the cultural, political, legislative social field of Gender Equality could be invited to

Name of "event"	Type	Average annual frequency	Location	Description of technical meeting/event
				hold a lecture or to participate in a panel discussion at EIGE premises or other location.
Opening, retreats, special EIGE events	Event	3-5	Lithuania	EIGE staff might include three to five retreats per year in Vilnius or outside town with practical organisation of transport and accommodation arrangements, suggestions of places, organisation of competition awards and prizes related to an event; opening events to celebrate e.g. new premises of EIGE or new Documentation Centre.
Awareness raising events	Event	3/year		The formats and concepts will be adapted to the specific target group.
Conferences	Event	5	Vilnius/EU 27	With the aim to bring together participants from EU institutions, international organizations, governments, media, civil society and specialized bodies on gender equality issues EIGE might organise.

This indicative overview may be modified, completed or reduced during the duration of the contract.

1.2.3 Services EIGE may require under the Framework Contract

Development of an Event/Exhibition strategy and consultancy services covering:

- Research on, selection and recommendation of most effective types of events and specific events in the area of EIGE's mandate,
- Support in the implementation of the chosen event strategy,
- Support in the development of event concepts,
- Definition of target audiences,
- Development of program and key messages,
- Proposal, recruitment of moderators,
- Liaison with speakers (in contact and coordination with EIGE)
- Conceptualisation/development of communication plans and communication campaigns,
- General consultancy on events (for example for big or international events EIGE organises or participates in),
- Estimation of staff and budgetary needs in regard to events,
- Proposals for evaluation of services delivered by the contractor, according to defined indicators
- Checklists reflecting the course of events and their preparation, organisation and implementation.



Prior, during and post event services of Professional conference/technical meetings organiser (PCO), covering:

- production of minutes of the meetings held between EIGE and Contractor (to be submitted by Contractor and successively approved by EIGE),
- Development of event identity design and of communication tools (logo, web page, posters, programme leaflets, brochures, etc),
- All aspects of participants' management ,
- Provision of accommodation services for participants,
- suggestion of venues, provision of meeting venue(s) and breakout rooms,
- Provision of catering services,
- Provision of simultaneous interpretation and equipment/facilities for simultaneous, interpretation, of equipment for meetings and breakout rooms,
- Provision of secretarial support,
- Provision of technical equipment for stage programmes, workshops, info stands, presentations, etc,
- Provision of photo, audio and audiovisual (AV) documentation of the event, including live streaming, video recording and editing,
- Provision of travel arrangements (air/train tickets, pick-up and shuttle services),
- Transportation of equipment of EIGE and third parties,
- Provision of insurance services,
- Social agenda and its implementation,
- Development of info packages,
- Quality control,
- The final versions of services/products (to be approved by EIGE),
- Moderator's services
- Event execution, evaluation and reporting.

Organisation of media events such as:

- Press conferences and media briefings,
- Face-to-face interviews and meetings with small groups of journalists at different locations across Europe.

The Contractor would be responsible for developing a media program and media materials, suggesting dates and location of the event, providing a list of target media and contacting and inviting relevant journalists.

Communication/Marketing/PR campaign development, including production and deployment of exhibitions and exhibition stands such as:

- Development of communication/marketing/promotions campaign tools (including Public relations work), including announcing, executing or promoting the event, ranging from the development of advertising campaign, media planning, media buying and placement, to analysis of results etc).
- Making proposals for communication tools, like publications (from flyer, over brochure to booklets etc.) multi-media (web, video etc.), print, radio, TV, internet etc.).
- Posters, banners, modular and larger exhibition stands etc., including idea generation and tools to attract and engage visitors to EIGE exhibition stands, but also renting/leasing, purchasing of exhibition stand materials and communication tools.

EIGE reserves the right to use its current or future contracts in force to cover specific tasks related an event and exhibition organisation.



1.2.4 Indicative description of service related activities and other requirements

Selection and organisation of meeting/event venue

Meeting rooms

Depending on the subject and on the number of participants, presentations and discussions could be held at round-tables or could require U-shape seating. Sometimes, in addition to the main meeting room, EIGE requires meeting rooms for smaller working groups

The meeting rooms have to provide enough space (minimum 2 m² per participant)

Audiovisual equipment is usually set up at the open end of the seating. The meeting room has to be big enough to accommodate additional tables and chairs for the meeting secretariat and other staff, 1-4 interpretation booths, a screen of min. 2x2 m, a podium for larger events.

The meeting room should preferably have windows for daylight. The meeting room might need to be accessible for people with disabilities.

Additional space, big enough according to the number of participants, is needed near the meeting room for coffee breaks as well as registration and other desks, if applicable.

The meeting room needs to have internet access, preferably in form of wireless LAN. It also needs to have an adjustable air conditioning and heating system as well as easily adjustable light and curtain systems for lightening and/or darkening the meeting room.

Hotel

The contractor should identify suitable hotels of very good quality and submit a written proposal presenting the relevant features of the chosen hotels (3, where applicable), in order EIGE may select the hotel.

The contractor should provide the official hotel prices and cancellation policies. Flexibility is needed concerning deadlines for rooming lists and last minute changes.

The contractor has to reserve hotel rooms. Hotel rooms have to be guaranteed (no overbooking).

The contractor should prepare and transmit the rooming list to the hotel within the appropriate deadline and manage early arrivals and late departures. There should be regular communication during the event and update with hotel (dealing with arrivals, new reservations, changes, cancellations and no-shows) in order to avoid penalties.

The contractor should review invoices of hotels (double checking each room, including no-show reports and hotel attendance lists against the contractor's lists) to ensure that it fits with the financial arrangements and the actual nights of accommodation.

As the rule, accommodation will be single room accommodation. Double rooms will be organised only upon request. All incidentals (such as mini-bar, pay-tv, phone calls, hotel bar, etc.) will be covered by participants.

Exhibition area

In line with the PR strategy the contractor should identify most adequate place for exhibitions and similar events to ensure the largest visibility and attendance. Stands, boxes etc. may be required.

Correspondence with safety requirements must be guaranteed.

The observation and assistance during the exhibitions shall be guaranteed by the contractor.



Technical equipment

The contractor has to guarantee efficient functioning of technical equipment (replacement of equipment with hours in case of malfunction). In case of non compliance penalties will apply. Consumables, such as cartridges or paper for printers/copying machines shall be provided.

Booths for simultaneous interpretation

For some meetings interpretation booths will be needed. Booths should be equipped with an efficient and silent ventilation and air conditioning system. The booths should be sound proof. There should be two units per one language booth, each with the control desk, one table microphone, one pair of headphones and one lamp. The booth should be equipped with the technical facilities to record the interpretation on mini-disk or mp3 or any other necessary technical equipment. The standard requirements are annexed.

Other provisions

Table microphones (min. one per two participants)

Headphones for each participant (also special for people with hearing disabilities)

One speaker's microphone

Loudspeakers

Recording of the meeting on mp3 or mini-disk

Recording of the simultaneous interpretation meeting on mp3 or mini-disk

Production of video and photographs of the meeting

Production of minutes and proceedings of the meeting in English. If requested, the contractor should provide support in production of the meeting minutes and meeting proceedings. For smaller meetings transcript (or detailed notes) may be requested, which should be provided at the end of the meeting.

Installation, dismantling and transport of technical equipment, insurance (where applicable)

Technical assistance for support during the whole meeting

Equipment inside the meeting room

All necessary technical/IT equipment for presentations (mainly power point presentations) working in groups (pin boards, flipcharts, and all other relevant equipment/material, etc.).

One desk for the members of staff with PC or laptop with relevant software /equipment, internet access, printer (black and white or colour)

Note pads and pens for the participants

Table cloths/skirting (where applicable)

Equipment outside the meeting room: registration desk

1 PC or laptop with relevant software /equipment, internet access, printer (black and white or colour)

Copying machine (black and white or colour) for a speedy reproduction of documents, including sorter and stapler function.

Telephone and fax machine (where applicable)

Assistance

The contractor shall ensure that the event assistants are briefed. All aspects of the policies of the event must be communicated to the assistants, so they can answer the participants/visitors in clear and confident manner. The assistants shall be fluent in English. The same team shall be available throughout the whole event.

Catering (lunches, dinners, coffee breaks etc.)

Exact catering needs will be communicated in due time before each event/meeting. The contractor will provide catering details including dishes to choose for buffets or menus.

The following catering is usually required:

Welcome coffee/tea

Water (still and sparkling) in the conference room, in breakout rooms

Coffee break during morning and afternoon

Lunch buffet (starters, salad, min. 1 main meat dish, min. 1 main fish dish, min. 1 main vegetarian dish, desserts, coffee/tea), beverages

Dinner at hotel or a city restaurant: 3 or 4 course menu (starters, main dish meat/fish/vegetarian; desserts, coffee/tea)

Travel arrangements

The contractor should organise travel to the conference location, including organisation of pre-paid travel tickets and liaison with airlines and travel agencies.

For some meetings/events transfer may be required from/to airport/train station.

Travel arrangements typically include:

- Reservation of flight tickets at best price terms: Economy class, PEX/APEX wherever possible, business class quoted only if no Economy class available
- For rail travel first class tickets are accepted
- Direct communication with the participants concerning the travel arrangements
- Detailed plan of arrivals and departures. maintenance of an arrival and departure list
- Where applicable, all necessary arrangements with transport companies.

Air tickets

The contractor shall book tickets according to the beforementioned rules and participant's availability. Tickets should be preferably electronic tickets: paper tickets (if applicable) should be deposited at the airport of departure.

Train tickets

The contractor shall book tickets according to the beforementioned rules and participants' availability. Where possible, tickets should be electronic tickets, otherwise should be deposited at the train stations of the participants' countries or sent to the participants prior to the departure.

Airport/train station transport

Where required, the contractor should organise airport/train station transport. In this case participants are met at the arrival by a courteous professionally dressed English speaking driver, with a name plate big enough to allow proper identification of the participants' names. Names should be complete and correctly spelled.



The car should be a good quality 5-door car with enough space to accommodate luggage, good air conditioning.

Drivers should be briefed and updated by the contractor or keep regular contact with the airport/railway to check the delays of arrivals/departures, to avoid waiting times both for participants and drivers.

Shuttle service

Shuttle service by bus or cars/taxis may be required, e.g. from and to meeting venue/hotel/restaurant/any other location.

Other needs / on the spot requirements

Other needs depending on the agenda or linked to participants/event may occur.

1.2.5 Contractor's Team

CORE TEAM

The contractor is expected to establish a team structure ensuring a single point of contact with EIGE, coordination, leadership and responsibility. The CVs of the core team have to be included into the technical proposal.

The designated implementing staff must:

- be highly qualified, having assumed responsibilities in his/her profession, recruited for his/her management/supervisory, thought and creativity skills and high professional performance. S/he should have at least five years of professional experience of which at least three must be connected with organisation of events.
- possess strong coordination, analytical and drafting skills.
- have an excellent knowledge of English, and preferably, knowledge of other EU official languages, in particular, Lithuanian.

The contract management shall be available for ad-hoc meetings with EIGE on short notice.

Within the Core Team, the Contractor will have:

Project Manager

with very good knowledge and sound working experience in:

- Concept development, planning, organising and execution of larger multi-day events;
- Supervising team(s)
- Leading event strategy development and implementation, developing and implementing event concepts and promotion plans
- Supervising management of subcontractors or coordination with consortia partners including responsibility for contractual agreements
- Supervising and producing reporting to clients covering resources, budget, event statistics etc.
- Estimating and budgeting costs for each aspect of planned events
- Coordinating every detail of meetings and events, from the speaker and meeting location to arranging for printed materials and audio-visual equipment;
- Searching for prospective meeting sites, which may be hotels, convention centres, or conference centres or other venues;

- Planning meeting and exhibit space, lodging, food and beverages. Telecommunications, audio-visual equipment transportation and other necessities;
- Development appropriate timelines to finalise and deliver the outputs on time;
- Measuring how well the meeting purpose was achieved.

Executive(s)

In providing these services, the Contractor will have a team of personnel with the appropriate skills available to perform the necessary tasks, e.g.

- Arranging support services, coordinating the event facilities, prepare the site staff for the meeting, and asset up all forms of electronic communication needed for a meeting or event, such as e-mail, video, and on-line communication, arranging logistic detail;
- Ensuring necessary supplies are ordered and transported to the meeting/event site on time, that meeting rooms are equipped with sufficient seating and audio-visual equipment, that all exhibits and booths are set up properly, and that all the materials are printed;
- Ensuring that the meetings adhere to fire and labour regulations and overseeing the food and beverage distribution;
- Ensuring design and production of the event web-page.
- Ensuring the financial follow-up of the events and invoicing. For this task proven financial skills and a high level of accuracy are required.

Each person responsible for performing the technical tasks and services must:

- Be a qualified expert with a high-level training in his/her profession, recruited for his/her planning and creativity skills and high professional standard,
- S/he should have at least three years professional experience of which at least two must be connected with the organisation of events,
- Where relevant for technical tasks, have good computer skills and knowledge of information technology,
- Possess a good knowledge of English - (knowledge of other EU languages would be desirable),
- Be creative, flexible and able to work in a team.

Assistant(s)

All other personnel (junior or administrative) should have the basic skills to carry out routine clerical and administration duties related to the organisation of events.

Assistants need to have minimum three years professional experience of which two years must be in relation with the organisation of events. Assistants need to have good knowledge of English. Knowledge of other EU languages would be an asset.

During the period of EIGE Framework Contract, the Contractor is obliged to ensure that the team is composed of the right number of people matching the skills and professional experience described in the Tender Offer, the Annex to EIGE Framework Contract.

Core staff changes need to be proposed through a side-letter in advance and approved by EIGE.

EIGE, on its side, may require one or more members of the team to be replaced if an adequate service is not provided in accordance with the contractual obligations of the successful Contractor.



Note: In case of replacement of a core team member by the Contractor, during the period of the contract, EIGE should be informed.

NON-CORE STAFF

Non-core project staff may be involved by the contractor in the implementation of the events and provision of the service required under the contract. The CVs of the non-core staff should be provided by the tenderer at the EIGE's request.

Personnel responsible for performing such technical tasks and services must:

- Be highly qualified professionals with solid knowledge and skills,
- Have sound professional experience in the required area,
- Have good language skills required for a particular event/service.

1.2.6 Monitoring of Contract implementation

EIGE will monitor the project in technical and administrative terms. The Contractor should report immediately to the Institute in writing any problems it encounters during the implementation of the contract or organisation of the events.

The Contractor should expect that the European Court of Auditors and the European Anti-Fraud Office (OLAF) could seek access to all documentation relating to the project and, therefore, must keep copies of all relevant and related documents.

EIGE's staff may during the duration of the project visit the contractor's offices and/or the sites where the project is carried out to assess the quality of the work.

2 THE TENDER

2.1 SUBMISSION OF THE TENDER

- Participation in this tender (including each member of a consortium and sub-contractor if applicable) is open on equal terms to all natural and legal persons coming within the scope of the Treaties and to all natural and legal persons who are nationals of a third country which has a special agreement with the European Communities in the field of public procurement under the conditions laid down in that agreement.

Participation (including each member of a consortium and sub-contractor if applicable) is also open to nationals of countries which have ratified the Multilateral Agreement on Government Procurement (GPA) concluded within the WTO, under the terms of that Agreement.

- Tenders must be submitted in accordance with the specific requirements of the Letter of Invitation to Tender and, without fail, within the deadlines laid down therein.

Late delivery will lead to the exclusion of the tender from the award procedure for this contract. Offers sent by e-mail or by fax will also be non-admissible. Envelopes found open at the opening session will also lead to non-admissibility of the tender. Consequently, tenderers must ensure that their bids are packed in such a way as to



prevent any accidental opening during its mailing.

- The tender must remain valid for a period of **12 months** following the closing date for receipt of the tenders. Where the initial contract is stated to be renewed, the offer will remain valid for such renewals. Upon renewals of contracts, the Institute reserves the right to request updated forms for exclusion and selection criteria. If the situation concerning these requirements has altered, any changes must be reported immediately to the Institute.
- This invitation to tender is intended to be competitive. Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements, collude or make arrangements with competitors, canvass or solicit EIGE staff or influence the evaluation committee or its individual members in any way during the tendering process will render his/her tender invalid.
- Submission of a tender implies that the Contractor accepts all the terms and conditions set out in these specifications (including the annexes and the technical specifications) and waives all other terms of business.
- Submission of a tender binds the Contractor to whom the contract is awarded during performance of the contract. Once the Institute has accepted the tender, it shall become the property of the Institute and shall treat it confidentially.
- The Institute shall not reimburse expenses incurred in preparing and submitting tenders. No compensation may be claimed by tenderers whose tender has not been accepted, including when the Institute (contracting authority) decides not to award the contract.
- The Protocol on the Privileges and Immunities shall apply to this invitation to tender.

2.2 OPENING OF TENDERS

Tenders will be opened on **23/05/2011 at 10:30 EET** at the following location:

<p>European Institute for Gender Equality Švitrigailos str. 11M, 03228 Vilnius, Lithuania</p>

One authorised representative of each tenderer may attend the opening of the bids as observer. Companies wishing to attend are requested to notify their intention at least 2 working days in advance to the following e-mail address: procurement@eige.europa.eu.

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

2.3 CONTACTS with the INSTITUTE

In principle, no contact is permitted between the Institute and the tenderer during the tendering procedure. However, contacts may exceptionally be permitted – these cases are specified in the Invitation letter.

Under the conditions described above, further information can be obtained by sending e-mail: procurement@eige.europa.eu

Provided it has been requested in good time, such additional information will be supplied simultaneously to all economic operators on the Internet address <http://eige.europa.eu>. The



Institute is not bound to reply to requests for additional information made less than five working days before the deadline for receipt of tenders.

The Institute will inform interested parties of the existence of an error, a lack of precision, an omission or any other type of defect in the documents relating to the invitation to tender by supplying information on the Internet address <http://eige.europa.eu>.

During assessment procedure, the Institute may require some clarification in connection with a tender, or if obvious clerical errors in the tender must be corrected. In any event, such contact must not lead to any amendment of the terms of the tender.

2.4 CONTENT OF THE TENDER

All tenders must contain all the information and all the supporting documents required by these Specifications. In the absence of the required information or documents, the Institute may disqualify the bid. The Institute reserves the right, however, to request additional evidences in relation to the bid submitted for evaluation or verification purposes within a time-limit stipulated in its request.

Tenders must be clear and concise, with continuous page numbering, and assembled in coherent fashion (e.g. bound or stapled).

Tenderers are recommended to submit their tenders in English, the official language of EIGE.

All tenders must include:

A. Covering letter signed by the tenderer or his/her duly authorised representative

B. Table of contents

C. Five sections:

Section One: Administrative information,

Section Two: Documents related to the Exclusion criteria

Section Three: Documents related to the Selection criteria

Section Four: Technical proposal addressing technical specifications and award

Section Five: Financial proposals

Standard submission forms are annexed to these specifications

2.4.1 SECTION ONE: ADMINISTRATIVE INFORMATION

The Tenderer must provide the following identification documentation:

- Legal entity Form

The legal entity form is to be signed by a representative of the Tenderer authorised to sign contracts with the third parties. This form (individuals, private entities or public entities) is available at:

http://ec.europa.eu/budget/execution/legal_entities_en.htm

- Financial identification Form

The **bank identification form** must be filled in and signed by an authorised representative of the Tenderer and his/her bank. A standard form is available at:

http://ec.europa.eu/budget/execution/ftiers_en.htm

The above forms must be accompanied by the evidence as indicated at the bottom of each form (for *private entities*: proof of registration, VAT registration etc; for *individuals*: copy of passport, proof of registration/VAT if applicable; for *public entities*: official document on establishment etc).

Joint Offers

A joint tender is a situation where an offer is submitted by a group of tenderers (consortium). If awarded the contract, each member of the consortium will be jointly and severally liable towards EIGE for the performance of the contract.

A consortium can be a permanent, legally established grouping or a grouping which has been constituted for this tender procedure.

Consortia members in joint tenders may submit only one tender for a single contract. All members of the consortium shall sign the tender or one of the consortium members which is designated as the representative authorised to undertake commitments on its behalf (copy of the authorisation must be provided with the offer).

The tender must indicate which member (lead consortium partner) will represent the consortium in dealing with the contracting authority. The tender must describe the form the cooperation is to take in order to achieve the desired results and how technical, administrative and financial aspects will be organised.

If the tender does not mention that all members are jointly and severally liable, all other parties included in the tender than the party signing the tender (Tenderers) will be considered subcontractors.

In case of submission of a joint offer, the Tenderers are asked to fill in and duly sign one of the attached **Powers of attorney** of the Standard Submission Forms depending on the set up that has been chosen by the Tenderers, and specify the role, qualifications and experience of each member of the group, as well as who has been appointed by the others as the group leader.

In case of a joint offer, only the group leader must return the financial identification form.

Subcontracting

Subcontracting is the situation where the contractor in order to implement the contract, enters into legal commitments with other legal or natural persons for performing part of the service (in particular, any work performed by a person who is not an employee of the tenderer will be considered as subcontracted).

The Contractor shall remain bound by his obligations to EIGE and shall bear exclusive liability, sole and fully responsibility for the performance of the contract. EIGE has no direct legal relationship with the subcontractor(s).

If the Tenderer envisages subcontracting, the tender must include, using models in Standard Submission Forms:

- a **subcontracting form** by Tenderer clearly stating the roles, activities and responsibilities of the proposed subcontractor(s), and the reasons why subcontracting is envisaged;
- a **letter of intent** by each proposed subcontractor stating its intention to collaborate with the tender if the Tenderer wins the contract and their willingness to accept the tasks and the terms and conditions of the contract.

The Tenderer must indicate clearly in their methodology, which parts of the work will be sub-contracted.

The main contractor retains full liability towards the Institute for performance of the contract as a whole. Accordingly:

- the agency will treat all contractual matters (e.g. payment) exclusively with the main contractor, whether or not the tasks are performed by a subcontractor;
- under no circumstances can the main contractor avoid liability towards the agency on the grounds that the subcontractor is at fault.

In case subcontractors are identified before submission of the offer, all considerations concerning exclusion and selection criteria that apply to subcontractors must be included in the offer. Prior written approval from EIGE is necessary in order to replace a subcontractor and/or have work which was not originally subcontracted in the original tender carried out by third parties.

In case the identity of subcontractors is not known at the time of submitting the offer, any future subcontract may be awarded according to the provisions of the contract.

2.4.2 SECTION TWO. EXCLUSION CRITERIA DOCUMENTATION

A. Tenderers (including consortium members in case of a joint offer and subcontractors in case of subcontracting) or their representatives, shall provide a **Declaration on honour**, duly signed and dated in which they:

- state whether or not they are in one or more of the situations referred to in Articles 93 and 94 of the Financial Regulation and detailed in the SSF;
- undertake to submit to EIGE any additional document relating to the exclusion criteria, that the Institute considers necessary to perform its checks, within seven calendar days following the receipt of the agency's request.

By returning the above-mentioned Declaration, duly signed, Tenderers confirm that they have been notified of the following points:

- Administrative or financial penalties may be imposed by the Institute on Tenderers who are in one of the cases of exclusion provided for in Articles 93 and 94 of the Financial Regulation after they have been given the opportunity to present their observations.
- These penalties are detailed in Article 96 of the Financial Regulation and Articles 133a and 134b of the Regulation laying down the rules for implementing the Financial Regulation (2342/2002/ of 23.12.02).

B. The tenderer to whom the contract is awarded shall provide, within 15 days following the receipt of the letter informing him of the proposed award of the contract and preceding the signature of the contract, the following evidences confirming the statements referred to in the Declaration.



EIGE will accept, as satisfactory evidence that the tenderer is not in one of the situations described

- in point **(a), (b) and (e) of the Declaration**, production of a recent extract (dated no earlier than 4 months before the deadline for submission of tenders) from the judicial/criminal records or, failing this, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance attesting that these requirements are satisfied;
- in point **(d) of the Declaration**, a recent certificate (dated no earlier than 4 months before the deadline for submission of tenders) issued by the competent authority of the State concerned. These documents must provide proof of payment of all taxes and social security contributions for which the tenderer is liable, including VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.

Where no such certificate or document is issued in the country concerned, it may be replaced by a sworn or, failing this, solemn statement by the interested party before a judicial or administrative authority, a notary or a qualified professional organisation in his/her country of origin or provenance.

EIGE will accept, as satisfactory evidence that the tenderer is not in one of the situations described:

- in points **(c) and (f) of the Declaration**, recent certificates issued by competent national authorities;

If the tenderer is a legal person and the national law of the country in which he is established does not authorise legal persons to provide such documents, the documents (such as the judicial/criminal records) must be provided by natural persons with powers of representation in relation to the tenderer.

Where they have doubts as to whether tenderers are in one of the situations of exclusion, EIGE may itself apply to the abovementioned competent authorities to obtain any information they consider necessary about that situation.

EIGE may waive the obligation of a tenderer to submit the abovementioned documentary evidence if such evidence has already been submitted to it for the purposes of another procurement procedure and provided that the issuing date of the documents does not exceed one year and that they are still valid. In such a case, the tenderer shall declare on his honour that the documentary evidence has already been provided to the Institute in a previous procurement procedure and confirm that no changes in his situation have occurred. He shall indicate in its tender all the references necessary to allow the Institute services to check this evidence.

2.4.3 SECTION THREE: SELECTION CRITERIA DOCUMENTATION

This part of the tender concerns the evidences relating to the economic and financial capacities, as well as technical and professional, capacities of the service provider(s) involved in the bid.

The proper implementation of the contract requires a multiplicity of skills, capacities and different types of expertise to be combined in the performance of the various tasks and activities.

An economic operator may rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. In that case, evidence must be provided, that it will have at its disposal the resources necessary for performance of the contract, for example by producing a clear undertaking on the part of those entities to place those resources at its



disposal.

In the case of joint tender (consortium) or subcontracting, the technical and professional capacity shall be assessed in relation to the combined capacity of all the parties involved in the tender, to the extent that the subcontractor puts its resources at the disposal of the tenderer for the performance of the contract.

In case of joint tender, if criteria, as regards the turnover, are to be achieved above a certain level, a consolidated assessment shall be made.

EIGE reserves the right to request additional information for the evaluation of the economic and financial capacity of each member of a consortium.

In case on of subcontracting not more than 30% of the contract, provided the main contractor does not rely on the subcontractor's economic and financial capacities, the subcontractor(s) does not have to provide the economic and financial capacity form. However, EIGE reserves the right to request additional information for the evaluation of the economic and financial capacity.

A. Economic and financial capacity

Tenderers must provide EIGE with sufficient proof of their financial standing, and more importantly that they have the necessary resources and financial means to carry out the work involved. The tenderer must prove they are viable for the duration of the contract.

Evidence on compliance with the economic and financial capacity requirement must be provided by the following document:

The tenderer which according to the law of the country in which it is established is required to publish the balance sheet shall complete and include in the offer a **statement "Economic and financial capacity"** as presented in the Standard submission forms. Please observe the following aspects in completing this financial statement:

1. It should be certified by means of a signature of the chief accounting officer of the tendering organisation.
2. EIGE has the right during the tendering process and before awarding the contract to request further evidence on the tenderer's compliance with the economic and financial capacity requirement, in which case balance sheets and profit and loss accounts for the past financial years may be requested.
3. In the case of a consortium submitting an offer, the statement should be included in the offer for all consortium partners.
4. In the case of a physical person the financial statement should be included in the offer for where only two lines on Turnover need to be filled in and the financial statement can be signed by the physical person only.

The tenderer which according to the law of the country in which it is established is not required to publish the balance sheet shall provide the extract from the budgets.

The **average annual turnover** of the tenderer must be not lower than **EUR 750.000** during the past three years .



B. Technical and professional capacity

- The technical and professional capacity of the Tenderers to provide the services required will be assessed with regard to their know-how, efficiency, effectiveness, experience, reliability in providing the required expertise.

The Tenderer needs to demonstrate in the Offer the capacity to deliver in parallel several events/technical meeting of the kind requested in the technical specifications, as well as to have the capacities to provide the services for upcoming events, which were not mentioned in indicative planning – even at a relatively short term notice.

In the case of joint offer (consortium) or subcontracting, the technical and professional capacity shall be assessed in relation to the combined capacity of all the parties involved in the tender.

Evidence of the technical and professional capacity shall be presented in Standard Submission Forms by the following:

- **Reference list (including contact details) of minimum 5 and maximum 10 current and past costumers** to whom the Tenderer has supplied the core services, as they are specified in Section 1.2.3, in the past 3 years; specifying the Tenderer's share in provision of the services and if subcontractors were used for any of the services.
- **Samples of up to three EU and/or international projects**
- **Statement of the average annual workforce** (only permanent staff) of the service provider broken down by management staff and event organisation staff **over the past 3 years**.

2.4.4 SECTION FOUR: TECHNICAL PROPOSAL

The tenderer must submit its Technical Offer following the structure described below:

1) A paper (maximum 25pages) describing:

- The structure and organisation the tenderer will put in place to ensure the timely, provision of high-quality services mention in Section 1.2.3;
- The technical infrastructure the tenderer will employ to support the implementation of the contract;
- Organisation and structure of the tenderer's team. The way it will be working to fulfil the tasks outlining how the capabilities of the staff will ensure that EIGE receives the services under this FWC at a high customer service level;
- The way the provision of requested services will be organised and implemented in compliance with the Terms of Reference;
- The way the tenderer will manage the volume of events outlined in Section 1.2, working with different teams of EIGE;
- The information flow during at the stage of the event preparation and organisation, during the event and reporting after the event;
- The way the availability of services will be guaranteed, including during peak seasons and under time constraints, in cases, where up to three requirements come from EIGE simultaneously;



- The tenderer's management structure and quality assurance system function to ensure excellent customer service including:
 - Single point contact management: A description how single point contact management through the Tenderer (in case of consortia the lead consortium partner) is ensured for all services covered in this FWC. The Tenderer/Lead consortium partner will be the interface to EIGE,
 - Consistency of management: A description on how the consistency of management from planning to execution will be ensured, including the system of hand-over and back-up (Contingency planning),
 - Response timing: A description how the Tenderer will ensure that s/he will be able to quickly react to requests from EIGE;
- Cancellation policy for events/packages of events and technical meetings;
- The way the services included in this Framework Contract will be ensured at European and international level.

2) A paper (maximum 15 pages) outlining how the Tenderer would plan and execute the following two Test Cases providing the information required under each case.

TEST CASE 1

- *Task*: Organisation of the Annual Conference on Gender Equality
- *Location*: Vilnius, Lithuania
- *Duration*: two full days
- *Specifications*:
 - The project should be organised in cooperation with potential external partners (European Commission, sister agencies, national gender equality bodies, etc)
 - The event should attract 100 invited selected experts in the field from all over EU
 - Required services:
 1. Drawing up the Conference Programme,
 2. Management, including coordination with EIGE and third parties involved,
 3. Suggesting a creative proposal for the event, timeline and required staff,
 4. Proposing venue, technical equipment and services,
 5. Preparing consolidated participants' list in cooperation with EIGE stakeholders,
 6. Managing invitations and registrations for the conference, including speakers, moderators,
 7. Developing a promotional campaign for this most important event of the year that EIGE organises, in order to gather the best experts to brainstorm on different aspects related to gender equality and EIGE's work progress and achievements,
 8. Organising of plenary sessions, workshops, cultural evening and manage program changes for the conference,
 9. Suggesting and preparing promotional items and info-packages for the conference participants,
 10. Suggesting communication channels and tools for promoting



- the conference and celebrating EIGE's existence,
- 11. Organising travel, accommodation for foreign participants,
- 12. Reporting: weekly status reports and final report,
- 13. Miscellaneous,
- 14. Cancellation policy.

The technical offer for Test Case 1 shall include:

- A description of the Tenderer's approach to organisation of the conference in Vilnius as it is specified above
 - a. Overall timeline with deadlines, milestones,
 - b. A description on how the Tenderer will ensure simple and single contact point management (in case of consortia to be ensured through the consortium leader),
 - c. A description on how the Tenderer would measure the success of the event;
- The tenderer's approach to the selection of the of the venue for the event;
- The suggestion of the lay-out for the event;
- Personnel the tenderer envisage to involve into the preparation and organisation of the event, and their responsibilities in relation to the event;
- Media mix proposal that will ensure a maximum visibility of EIGE' Annual Conference vis-à-vis EIGE target audiences and ensure coverage in relevant media before and after the event;
- Design and lay-out proposal for:
 - a) event program leaflet;
 - b) invitation letter and envelope;
- Proposal for an Event page for EIGE's web-site. The Tenderer shall provide a design proposal for such page reflecting the stages 'before, during and after' the event (The Tenderer shall further provide: a description of key elements s/he would recommend to have for this event page);
- A list of Technical equipment for all elements/services needed for organizing this event;
- The idea for the evening social program is to be presented together with a detailed flow of the evening and should include a proposal for a networking dinner venue with suggested menus.

TEST CASE 2

- *Task:* Organisation of an Expert Meeting with 15 participants and of a related evening event
- *Duration:* one full day and one evening
- *Location:* hotel or conference centre in the centre of Brussels
- *Specifications:*
 - Dinner on the evening after the meeting
 - Participants shall be accommodated at the same location that the conference takes place or nearby
 - Required services:
 - 1. Preparing a consolidated list of participants in cooperation with the EIGE stakeholders,
 - 2. Managing invitations and registrations for the meeting,
 - 3. Suggesting and preparing the Agenda and info-packages for



- the participants in the meeting,
- 4. Meeting room and technical equipment for power point presentations and interpretation,
- 5. Catering at meeting venue (water in the room, coffee breaks, lunches at the meeting venue),
- 6. Dinner after the meeting,
- 7. Flight/train bookings (air economy class, train first class),
- 8. Booking of hotel rooms,
- 9. Transfer from and to the airport/train station,
- 10. Depending on the location, (bus) transfer for all participants from meeting venue to dinner and back,
- 11. Reporting: weekly status reports, minutes of the meeting and the final report,
- 12. Miscellaneous,
- 13. Cancellation Policy.

The technical offer for Test Case 2 shall include:

- Detailed description on how the Tenderer would prepare and organise an Expert meeting on “Gender Training – a major tool for gender mainstreaming” in the city of Brussels, including
 - a. Project management
 - b. How the Tenderer would measure the success of the event;
- Principle of choosing the meeting venue most suitable for the concept of the meeting;
- Personnel the tenderer envisage to involve into the preparation and organisation of the event, and their responsibilities in relation to the event;
- Proposal that will ensure, a maximum visibility of the meeting achievements vis-à-vis EIGE target audiences;
- Proposal on visual items about the event for EIGE’s web-site;
- Proposal on organising the dinner.

If the Tenderer intends to subcontract any part of the services, a description of the extent to which tasks will be sub-contracted, as to how subcontracting will be effectively monitored, must be provided.

In the Technical proposal, the style and presentation must, as far as possible, be simple and clear, and free of jargon that obscures rather than promotes meaning to readers unfamiliar with it.

This section is of great importance in the assessment of the bids, the award of the contract and the future execution of any resulting contract. Attention is also drawn to the award criteria, which define those parts of the technical proposal to which the Tenderers should pay particular attention. The technical proposal should address the tenderer’s approach to and solutions for all matters laid down in the technical specifications while the tenderer should be aware, that a simple repetition of the Technical specification will result in a very low technical score. The level of detail of the tender will be very important for the evaluation of the tender.

To grant equal treatment of all tenders, it is not possible to modify offers after their submission. As a consequence, incompleteness in this section can only result in negative



impact for the evaluation of award criteria. Please note also, that proposals deviating from the Technical Specifications may be rejected for non-conformity.

The Technical Specifications and the Tenderer's bid shall be integral parts of the contract and will constitute annexes to the contract, while in case of contradictions the Technical Specifications prevail.

VARIANTS

Variants are not allowed.

Variant means a solution technically or economically equivalent to a model solution known to the contracting authority. Variants may relate to the whole contract or to certain parts or aspects of it.

2.4.5 SECTION FIVE: FINANCIAL PROPOSAL

All tenders must contain a financial section by completing

1. The Price List

The price list contains the unit prices include all the costs involved. The price list will be annexed to the framework Contract and will form the basis for the unit prices to be used in the context of orders. The tenderer can include additional profile(s) on the list if deemed necessary to cover the service indicated above.

The fee for a man-day shall cover all cost involved e.g. travel expenses and subsistence costs.

2. The Financial Proposal Forms for the two Test Cases (see Standard Submission Forms).

The tenderer must specify the profile of staff to be involved in each task and the whole event, and:

- the total number of days (person-days) each profile of staff will contribute to each event;
- the prices should be expressed as the number of person-days multiplied by the unit price per working day for each expert proposed. The fee for a man-day shall cover all cost involved e.g. travel expenses and subsistence costs.

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

- Prices must be quoted in EUROS.
- Prices should be quoted free of all duties, taxes and other charges e.g. free of VAT, as the European Institutions are exempt from such charges in the EU under Articles 3 and 4 of the protocol on the Privileges and Immunities of the European Union of 8 April 1965 (Oj L 152 of 13 July 1967). Exemption is granted to the Institute by the governments of the Member states, either through refunds upon presentation of documentary evidence or by direct exemption.
- For these countries where the national legislation provides an exemption by means of a reimbursement, the amount of VAT is to be shown separately. In case of doubt about the applicable VAT system, it is the Tenderer's responsibility to contact the



national authorities to clarify the way in which the European Union is exempted from VAT.

- The categories of prices shall be fixed and not subject to revision for the first period of 12 months from the entering into force of the contract. From the second period of the contract implementation, as at each renewal, up to 80 % of the price may be revised upwards or downwards. The revision will be made only if one of the contracting parties requests it by registered mail received by the other party not later than three months before the anniversary of the date on which the contract has entered into force.

This revision shall be determined by the trend in the harmonised consumer price index (MUICP) published by the office for official Publications of the European Union in the Eurostat monthly bulletin at <http://www.ec.europa.eu/eurostat>. (see Draft Service Contract).

Revision shall be calculated in accordance with the following formula:

$$Pr = Po \left(\frac{Ir}{Io} \right)^{0,2+0,8}$$

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 corresponding to the date of receipt of the letter requesting a revision of prices.

3 THE ASSESSMENT PROCEDURE

3.1 EVALUATION OF THE TENDERERS

Stage 1 - Application of exclusion criteria

The aim is to check whether tenderers are eligible to take part in the tendering procedure.

The eligibility of the tenderer will be evaluated on the basis of the documents submitted as indicated in Section 2.4.2 A Exclusion criteria.

If a member of a consortium is subject to exclusion, the rest of the consortium will be excluded. If a subcontractor is subject to exclusion, the tender shall be excluded.

Stage 2 - Application of selection criteria

The aim is to check the technical and professional capacity and economic and financial capacity of each tenderer who has passed the exclusion stage.

The eligibility of the tenderer will be evaluated on the basis of the documents submitted as indicated in Section 2.4.3 Selection criteria. All tenderers will undergo strict evaluation of conformity to selection criteria laid down in the Tender Specifications. The Tenderers not



satisfying the selection criteria will not be selected and their offers will not be further evaluated against award criteria.

3.2 EVALUATION OF THE TENDERS

Stage 3 - Application of award criteria

The aim is to assess, on the basis of the award criteria, the technical and financial offers and establish a ranking list in order of merit.

A. Technical evaluation

The quality of Technical Proposals will be evaluated according to the following technical award criteria:

Criteria number	Criteria description	Maximum points per criteria	Minimum required score
1	Proposed management structure the contractor will apply to carry out the assignment in compliance with the Terms of Reference ensuring: a. single point contract management b. ability to answer more than three requests simultaneously c. quality assurance system and methods d. information flow and reporting	20	14
2	Human resources and organisational structure the contractor will apply to carry out the assignment in compliance with the Terms of Reference. The CVs of core staff proposed by the Tenderer to work for this contract The CVs (Europass Format) of the members of the team must be enclosed and must clearly show evidence of the skills required. The form can be downloaded from: http://europass.cedefop.europa.eu/europass/home/hornav/Downloads.csp Technical infrastructure the contractor will make available for the implementation of the contract (up to date technical standards)	20	14
3	Availability of services. Ability to provide requested services during the peak seasons, to organize different events simultaneously.	20	14
4	Way(s) of guaranteeing a European dimension and international service offering/ building up on prior experiences in this field/ on EU-contacts/ European networks	20	14
5	Technical offers for the Test Cases Test Case 1 Test Case 2	10 10	7 7
Total		100	

Tenders scored either below the minimum score required per criterion and below 70 out of total 100 points will be excluded and thus not be considered for the next step of the evaluation

Tenders should elaborate on all points addressed by these specifications in order to score as many points as possible. If certain essential points of these specifications are not expressly covered by the tender, EIGE may decide to give a zero mark for the relevant qualitative award criteria.

B. Financial evaluation

The evaluation of Financial Proposals is based on the combined price of the two Test Cases

Tenderer's attention is drawn to the fact that the sole objective of the financial proposal for each Test Case is to provide a fair, non-discriminatory basis for comparing the financial offers. Consequently, these Test Cases cannot under any circumstances be considered to constitute a commitment on the part of EIGE to issue an Order for the related services and quantities, and cannot give rise to any right or legitimate expectation on the part of the Contractor.

3.3 AWARD OF THE CONTRACT

3.3.1 Award principle

The contract will be awarded to the most economically advantageous offer on the basis of the quality and the price ratio, in accordance with the following formula:

$$\text{Final score} = \text{Price score} \times 20\% + \text{Total Technical score} \times 80\%$$

Where Price score of a tender is proportionally weighted against the lowest price among all offers

Tenderers having three highest scores will be awarded the framework contract under condition of respect of requirements on absence of conflict of interest and other requirements linked to criteria on exclusion from award.

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

3.3.2 Information to tenderers

Upon respective written requests made by the tenderers, EIGE will inform all rejected tenderers of the reasons for their rejection and all tenderers submitting an admissible tender of the characteristics and relative advantages of the tenders selected for the contract award and the name of the successful tenderers.

However, certain information may be withheld where its release would impede law enforcement or otherwise be contrary to the public interest, or would prejudice the legitimate commercial interests of economic operators, public or private, or might prejudice fair competition between them.

3.3.3 Standstill period

EIGE shall not sign the contracts with the successful tenderer until a standstill period of 14 calendar days has elapsed, running from the day after the simultaneous dispatch of the award decisions and letters to unsuccessful tenderers.

3.3.4 Evidence by contractor

During the standstill period, EIGE will request the tenderers proposed for award to provide the **evidence** on exclusion criteria defined in Articles 93 and 94 of the Financial Regulation (ref section 3.2.2 B). If this evidence is not provided or proved to be unsatisfactory, the Institute reserves the right to cancel the award procedure or to change the award decision to the benefit of the next best ranked tenderers on condition that s/he provides the evidence on exclusion.

3.3.5 No obligation to award the contract

The tendering procedure shall not involve the Contracting Authority in any obligation to award the contract. EIGE may, before the contract is signed, either abandon the procurement procedure or cancel the award procedure without the Tenderers being entitled to claim any compensation.

In the event of cancellation of the tender procedure, Tenderers will be notified. In no event shall the Institute be liable for any damages in any way connected with the cancellation.

4 THE CONTRACT (FWC)

4.1 NATURE OF THE CONTRACT

FWC for the provision of services for organising events and technical meetings and events with reopening competition among events organisers will be concluded with each of three operators, capable of providing services in relation with the organisation of events as described in the Technical Specifications.

The FWCs are separate, but identical in terms.

4.2 IMPLEMENTATION OF THE CONTRACT

The implementation of the FWC will be through Order Forms to be signed by the two parties. The Orders shall be issued as a result of reopening competition among the FWC-Contractors.

Reopening competition

The FWC-Contractors will compete/tender again on the basis of more precisely formulated terms, and, where appropriate, on the basis of modified terms referred to in the specification for the FWC.

For each event or package of events the Request for services with its tendering documents will be sent simultaneously by e-mail to all 3 parties. The confirmation of participation is required.

Within the number of working days specified in the request for services and depending on the nature of the event, the tenderers will provide by post the Institute with written Technical Proposal for the tasks required, including an outline of the methodology of execution of the task and allocation of resources and Financial Proposal with Total Price, based on the price list defined under this FWC, and with a detailed breakdown of the costs of the required task/services.

The technical proposals will be evaluated on the basis of the following technical main criteria:

N°	Technical Award Criteria	Weighting	Minimum points required
1	Correspondence to the requirements specified in the requires for the offer	30	20
2	Adequate personnel and management	20	15
3	Availability of all required services	30	20
4	Technical completeness	20	15
Total number of points:		100	

To be financially evaluated, the tenders have to reach minimum required points and 85 out of total 100 points.

The Financial Proposal will provide the all-inclusive **Total Price** and its **detailed breakdown** by specific expense items including all fees and related costs directly or indirectly connected with the provision of the services.

EIGE reserves the right to pay less than the amount indicated in the Order according to task actually performed.

The Order Form will be concluded with tenderer, who submitted the most economically advantageous offer - obtained the highest points calculated on the following award formula:

$$\text{Final score for Tender} = \text{Technical score} \times 10.000 / \text{Price}$$

The Institute will inform simultaneously tenderers as soon as possible about the decision reached concerning the award of the Order.

For the procedures with a value equal to or above 125.000 EUR a standstill period of 14 calendar days from the notification of the award to the tenderers must be kept before signing of the service Order.



Otherwise, within not more than 5 working days of an Order Form being sent out, the Institute shall receive it back, duly signed and dated. The period allowed for the execution of the tasks shall start to run on the date the Order form is signed by both parties.

4.3 STARTING DATE OF THE CONTRACT AND DURATION

The FWC resulting from the present call for tenders shall enter into force the date on which it is signed by the Institute as the last contracting party.

The FWC will have an initial duration of one (1) year as from the date of signature, and will be automatically renewed up to three times for an additional period of one (1) year each time unless written notification to the contrary is sent by one of the contracting parties and received by the other no later than three months before expiry of the contract.

The duration of the FWC shall not exceed four (4) years.

The FWC shall continue to apply to the Orders, signed before its expiry, not more than 6 (six) months after its expiry.

Implementation of the FWC may not start before the date on which the contract enters into force.

EIGE will hold one inception meeting at EIGE premises at the beginning of the FWC .

4.4 PLACE OF PERFORMANCE

The place of performance of the tasks shall be the Contractor's premises or any other place indicated in the request for services. Meetings between the Contractor and EIGE will be held on EIGE premises in Vilnius.

4.5 VOLUME OF THE CONTRACT

The maximum volume of the Framework Contract, for four (4) years, is estimated at € 3.000.000 (three million Euro) – excluding VAT.

Depending on the budget availability and the needs of the Institute, this amount could be increased by up to 25%.

4.6 TERMS OF PAYMENT

Payments shall be executed only if the Contractor has fulfilled all the contractual obligations by the date on which the invoice is submitted. Payment requests may not be made if the first payment has not been executed as a result of default or negligence on the part of the Contractor.

For service Order up to 30.000 EUR a single payment shall be made after the execution of the order, within 30 days after presentation of admissible invoice issued after the completion of the order.

For service Order for the amounts more than 30.000 EUR, a pre-financing up to 30% could be requested by the contractor.

A *pre-financing guarantee* is required in return for the payment of pre-financing exceeding 150,000.00 EUR.

Payment of the balance shall be made after completion of the services. Payment within 30 days after presentation of admissible invoice issued after each event.

The payment request will only be considered as complete if all specific documents mentioned in the service Order are joined to this request. If these specific documents are not submitted to EIGE all together with the payment request, the 30 days shall only run from the date of the first registered receipt of the last document, making the payment request complete.

EIGE reserves the right to pay less than the amount indicated in the Order according to task actually performed.

4.7 DATA PROTECTION

By the Institute: Processing a reply to the invitation to tender may involve the recording and processing of personal data (such as name, address, CV). Such data will 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

By the Contractor: Where the Contract requires the processing of personal data, the Contractor may act only under the supervision of the data controller, in particular with regard to the purposes of the processing, the categories of data which may be processed, the recipients of the data, and the means by which the data subject may exercise his/her rights

4.8 COMMUNICATION WITH THE CONTRACTOR

During the course of the contract period, in addition to the inception meeting to be held in EIGE's premises in Vilnius, more meetings could be called between the Contractor and representatives of EIGE. At the inception meeting the requirements and their implementation will be discussed in detail.

In addition to these meetings, EIGE may at its own cost send representatives to the Contractor's headquarters for any additional ad hoc meetings that may be required.

