



## Annex II. TERMS OF REFERENCE

### Event Support Services - 13 - PRO641LAD-2026

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## 1- BACKGROUND INFORMATION

### 1.1 General information

The Secretariat of the Union for the Mediterranean (UfMS/Contracting Authority) was created by the 43 Euro-Mediterranean Heads of State and Government in Paris on 13 July 2008. Foreign Affairs Ministers in their meeting in Marseille on 4 November 2008 decided that the headquarters of the UfMS would be in Barcelona. A headquarters agreement was concluded between the UfMS and the Government of Spain on 4 May 2010, granting the Secretariat the privileges and immunities of an international organisation under the Spanish law.

Events (such as conferences, meetings, seminars, workshops) and visits constitute an important channel of communication with UfMS' main audiences and target groups, as well as with the local communities where it is situated. They allow for a two-way communication to be established through dialogue. Moreover, such events form an essential part of the ordinary function of UfMS, as a platform for dialogue.

The UfM methodology is composed of three components: political fora, dialogue platforms and regional projects - namely the "Three Ps" of which the Policy dimension is structured around regional dialogue platforms involving not only representatives from governmental institutions and experts, but also regional and international organisations, local authorities, civil society, private sector, and financial institutions (multi-stakeholder approach). This close interaction between national experts and stakeholders, in all different areas of development covered by the UfM, is a fundamental tool to exchange on the ministerial mandates, better understand the needs, share experiences, identify best practices, and promote concrete projects of cooperation that will benefit the citizens of the region and promote regional development.

UfMS perspective for events and visits aims to:

- Consolidate UfMS expertise and enhance the direct impact of its activities.
- Develop UfMS expertise in new thematic areas.
- Improve communication with key strategic partners and external stakeholders, with international institutions and UfMS services.
- Involve broader audiences with which it can interact and network.
- Raise UfMS visibility and profile.

Throughout the year, UfMS organizes several international conferences, meetings, seminars, visits, and other events. These can be organised at its headquarters in Barcelona where substantial meeting facilities exist, in a different part of Spain or in the rest of the 42 member states and a few could be organized in the rest of the world. The description, size, and conditions of use for the facilities within the UfMS headquarters are attached as Annex 1.

The contractual amount is fixed at the level of each individual assignment. The funding for the various assignments will come from the different cost centres to be identified by the contracting authority of each individual assignment, leading to specific reporting.

## 1.2 Contracting Authority

The Contracting Authority for the MFWC and for each individual assignment carried out within the context of the FWC will be the UfMS.

## 1.3 Responsible body

Secretariat of the Union for the Mediterranean

## 1.4 Project Manager

The FWC will be managed on a daily basis by the Corporate and Support Services Unit (CSS Unit).

## 2- CONTRACT OBJECTIVE

The objective of the FWC is to provide, via individual assignments defined and contracted through Specific Contracts, appropriate logistic support for conferences and similar events organisation. The quality of this logistic support must be guaranteed by the selected retained Framework Contractors disposing of the appropriate internal and/or external technical skills. This logistic support will be provided for the exclusive benefit of those receiving the external aid.

The Specific Terms of Reference, part of each Specific Contract, shall describe in detail the logistic support to be provided for each individual assignment. The required services must fall within the events categories listed in the Global Financial offer and described below.

## 3- SCOPE OF THE WORK

### 3.1 Technical content

The following categories of events organization may be covered:

#### **Category 1: Online events**

- Fully online events taking place normally from the UfM premises with very limited on-site services.
- On-site technical services (e.g., technical support, camera services, etc. for the UfMS staff) may be requested for events taking place from the UfMS premises.
- No individual assistance to be provided to participants (no services under Type A or D).

Deadline to present offers: 3 to 5 working days.

#### **Category 2: Small and medium-scale on-site events without individual assistance.**

- No individual assistance to be provided to the participants (no services under Type A).
- Examples: workshops, visits, working groups, etc.

Deadline to present offers: 5 working days.



**Category 3: Small and medium-scale on-site events with individual assistance.**

- Up to 35 participants for which individual assistance (services under Type A, namely Travel arrangements) may be requested.
- Examples: workshops, visits, working groups, Senior Official Meetings, etc.

Deadline to present offers: 5 to 8 working days depending on the complexity of the assignment.

**Category 4: Large-scale on-site events & High-level large-scale on-site events**

- All services can be requested for an unlimited number of participants.
- Examples: Business Forums, Stakeholders Conferences, Regional Forum, Ministerial Meetings, Women Conference, large-scale conferences, etc.

Deadline to present offers: 8 to 12 working days depending on the complexity of the assignment.

**Remarks:**

In case preliminary arrangements affecting the services per category of event required have been taken, they must be clearly identified as such and the details, including amounts, specified in the Specific Terms of references (ToRs).

When applicable, the production of the audio-visual products, of the Internet sites etc. will be done in compliance with acknowledged standards and techniques.

The selection of the category (2, 3 or 4) may be adjusted depending on the complexity of the assignment. E.g. more than 35 sponsored participants still under category 3.

The following type of services may be covered as per the categories of events above-mentioned. However, the following list is non-exhaustive and other services may be required in the Specific ToRs provided they remain within one of the four types of services.

### **3.1.1 Type A: Individual assistance**

**A1 - Travels: booking, purchasing, changing, cancellation, delivery of travel tickets**

- Air tickets: Unless required otherwise in the Specific Terms of reference, these must be economy class (and must include airport tax and, where appropriate, any charges for making the tickets available for collection at the airport of departure). CO2 offsetting costs may form part of the cost. Bookings for any but the usual routes, and tickets for any class other than economy or than the one as per the Specific Terms of Reference, must be expressly authorised beforehand by the Contracting Authority of each assignment.
- Rail tickets: Where more appropriate, the travel may be arranged by rail rather than air.
- Car: If a participant wishes to travel by car, he/she will be refunded the cost of a rail ticket for the equivalent journey. If several participants travel by the same car, only one reimbursement will be authorised.



- Changes and cancellations: The Framework Contractor must provide participants with the necessary assistance whenever changes must be made to tickets. Also, the Contracting authority of the relevant assignment must be notified immediately of any major changes to flight times and its approval of such changes must first be obtained. The Framework Contractor must take whatever steps are necessary to ensure that any requests for cancellation are settled in the best interests of the Contracting Authority. Any additional outlay owing to negligence attributable to the Framework Contractor will be borne by the latter. If a participant will buy his own ticket or decide not to participate, he shall notify the Framework Contractor in due time to prevent the latter to expose unnecessary costs. If he does not do so, the unused ticket bought by the Framework Contractor is an eligible cost, less the amount which has been reimbursed, if possible.
- Delivering tickets: The Framework Contractor will contact participants as necessary to make arrangements for sending them their tickets. .
- Travel arrangements will be made on the basis of a list of participants indicating the contacts details to reach them. Details of these arrangements must be cleared with the participants before a final booking. These data will be transmitted by the Contracting Authority in line with the provisions of point 7.4 below or in the Specific Terms of Reference. Any changes requested by the Contracting Authority should be notified to the FWCr as rapidly as possible. The Framework Contractor will be responsible for all aspects of the travel arrangements including direct contacts with participants, when necessary.
- Supporting documents: the original supporting documents are ticket stubs, boarding passes, invoices or equivalent documents. However, no supporting document such as boarding pass is required for the effective use of the return ticket.

The Framework Contractor must always provide a cost breakdown of the travel tickets mentioned above. In case of reimbursement or change of itinerary requested by the sponsored participants, such cost breakdown will indicate the maximum amount for which the sponsored participants can be reimbursed.

The purchase of travel tickets to sponsored participants is subject to eligibility rules, established in Annex 2 GUIDELINES ON EXTERNAL PARTICIPANT COSTS of this Terms of Reference.

Should these rules be updated, an amended version will be sent to the Framework Contractors.

## **A2 - Assistance with obtaining visas**

Participants may need assistance in obtaining in due time their visas in order to attend the conference. Such assistance will consist of the provision of all the information and documentation (e.g., administrative forms) required to obtain the necessary visas. Whenever a participant encounters problems obtaining a visa, the Framework Contractor must inform the Contracting Authority immediately.

When refunding the cost of obtaining a visa to a participant, the Framework Contractor must apply the same rules as for the payment of daily allowances (see point A4). They will refund the cost solely upon presentation of the copy of the passport, endorsed with the appropriate official stamps, and of the official receipt issued by the appropriate consular department. To obtain reimbursement in turn, the Framework Contractor must provide these supporting documents.



### **A3 - Management and payment of the daily allowance/Per Diem to participants.**

In exceptional cases, for every overnight stay directly linked to the participation to the event or stop-over during their travel, each participant may be entitled to receive an allowance of which the amount is fixed in the Specific Terms of Reference.

The daily allowance objective is to cover all costs to participants related to their stay at the event and not covered by services provided by the FWCr. They may notably cover accommodation, subsistence, and intra-city travels, regardless of the means of transport used.

The accommodation cost is to be excluded from the daily allowance when the FWCr is required to arrange (book) and pay for the accommodation for participants (including taxes when relevant but excluding the participant's private expenses such as mini bar etc.). In case of participants deciding not to use the hotel/facilities provided (and informs the Framework contractor in due time); in such case the UfMS must be immediately informed by the Framework contractor and, if authorized, the Framework contractor may offer to switch from full-board to direct reimbursement of the per-diem.

The Framework Contractor is required to get participants to sign a daily attendance list at the event, this list will be taken as supporting documentation for each allowance paid out. Where a participant himself decides to extend his stay at the beginning and/or end of the conference no additional daily allowance will be paid. This does not however apply in the case where the extra nights are justified by the use of lower cost ticket (e.g., so-called APEX ticket) and this solution proves to be more economic.

Unless specified otherwise, the Framework Contractor shall wire the allowance to a bank account of the participant's choice; any bank charges are to be included within the allowance. In this case the Framework contractor will be responsible for obtaining the necessary bank details from the participant.

### **A4 - Insurance**

The Framework Contractor may be required to cover the participants by a medical, accident and repatriation insurance (full coverage travel insurance).

### **A5 - Hotel reservations**

Reservations must be made according to the specifications of the Specific Terms of reference such as the name or category of hotel or/and its location (city, part of the city, radius from the place of conference). The Contracting Authority may also require the conference to be held in the hotel where accommodation has been reserved. In this case the hotel must have an appropriate conference room.

Unless the Contracting Authority indicates otherwise, breakfast must be included in the rate charged for the room. If a participant is not willing to use the service of reservation, he/she shall notify the Framework Contractor in due time to prevent any penalty for "no show". If he does not do so, the possible penalty of the "no show" is an eligible cost.

When the FWCr is required to proceed with the hotel reservation, it has to be in charge for payment, except otherwise specified (except for personal expenses of the participants, see above under A3).

The FWCr will assess the number of nights to be booked for participants, in accordance with the event/meeting schedule and the available travel arrangements quoted. Where travel arrangements require that the participant must spend additional nights in the hotel, than the initially foreseen, this must be authorised beforehand by the Contracting Authority.

The Contracting Authority may specify a maximum rate per night of accommodation for each participant or an indicative rate.

The cost of accommodation for each participant should be in line with approximately half of the Per Diem/Allowance and, in any case, within the Per Diem/Allowance; except in very limited situations where is not possible to find a hotel within this maximum due to external factors.

### 3.1.2 Type B: Support staff

#### **B1 - Selecting and recruiting a moderator**

The Framework Contractor may be required to recruit one or more moderators whose task will be to moderate discussions at the conference. The Specific Terms of Reference for each assignment will specify the general knowledge of the conference subjects and/or languages required.

A moderator may not be required to deliver any expertise directly related to the topic being addressed by the event; he/she may not be the speaker at the event.

When the Contracting Authority selects itself, the moderator following its internal regulations including a substantiated report, the rules are those set out as per item B7 below.

The total costs may not exceed, per moderator, the maximum amount of EUR 2.500 (VAT not included). This item may only be used in the context of a conference, seminar, or similar event and may not be used to circumvent public procurement procedures. "Moderator" must remain an accessory service for the assignment.

#### **B2 - Team of hostesses/stewards/movers/runners**

Ensure the provision and management of hostesses in charge of:

- Assisting in the preparation and follow-up of the conference: prepare documentation, set-up communication material, order it after the conference
- Welcoming participants at the airport upon arrival and accompanying them upon departure
- Welcoming participants at their hotel
- Assisting at the conference: welcoming participants, distributing badges, passing round the microphone, distributing documents and conference kits, etc.

Unless instructed otherwise, the FWCr is responsible for determining the number of hostesses, stewards, runners, and movers needed for the proper execution of the assignment, as well as their working methodology. The latter must be described in the technical offer.



### **B3 - Interpreters**

Ensure the provision of interpreters needed to provide the conference interpreting. The Contracting Authority will communicate requirements beforehand (e.g., languages to be used by speakers.)

Languages: English, French, Arabic, Spanish or other UfM languages specified in the Specific Terms of Reference. Interpreters for hearing-impaired participants/speakers may be required.

### **B4 - Translators**

Ensure the provision of translators to translate e.g., the speakers' presentations, the final documentation/outputs etc. The Contracting Authority will communicate requirements beforehand (e.g., languages, number of pages the offer to be based on etc.). Languages: En, Es, Fr, Ar, or other UfM languages as per the Specific Terms of Reference. The transcription into the Braille may be required.

### **B5 - Note taking**

Provide services aiming at recording the discussions and/or taking notes in order to produce a report or summary of the conference proceedings within three days of the event (unless otherwise specified) and distributing them accordingly. Before being issued, such documents must receive the prior approval of the Contracting Authority and will be prepared in the language(s) requested by the Contracting Authority.

### **B6 – Photographer, filming, audio-recording**

Professional photography, filming, or audio recording of the event: including same-day on-line publication of the best photos (both in high resolution for publications' printing purposes, as well as low resolution for web purposes) and best segment available and delivery on electronic support within one day of the event (unless otherwise specified in the Specific Terms of Reference).

Edition and video production services will be expected and shall be included in overall budget. The extent of such editing services will be specified in the Specific Terms of References.

For professional photography and/or filming services, the provider will be responsible for obtaining, when applicable, consent forms as well as drone and filming permits for the successful production of audio-visual material.

For video production and audio-recording, transcription services may be required. In the case where transcripts are to be conducted in any language other than English, translation services may be required under item B4 – Translators.

All video footage will be provided to the UfMS in web-compressed format for easy and rapid upload and in raw HD format for archiving and/or potential future re-usage. Upon approval, the agency should give it in a format ready for publication on YouTube.

The agency should also provide the raw, non-edited video material. All providers will be expected to have a proactive approach, sharing their know-how and insights taken from past experiences, thus providing an added value to the requested services.

Copyright and other intellectual or industrial property rights and any other right of ownership will vest in the UfMS, except where one or more of these rights already exists.

### **B7 - Speakers**

Specific Terms of Reference may foresee the presence of speakers identified by the Contracting authority. The FWCr may be required to provide for the speakers the same logistical support as for the participants as well as ensure the payment of the amount which will be indicated in the Specific Terms of reference. The FWCr will not be responsible for the speakers: a) selection, b) cost and c) outputs quality. The payment to the speakers will be due upon a written specific approval by the Contracting authority.

The total costs of the item B7 may not exceed, per speaker, the maximum amount of EUR 2,500.00 (VAT not included). This item may only be used in the context of a conference, seminar, or similar event and may not be used to circumvent public procurement procedures. "Speakers" must remain an accessory service for the assignment.

### **B8 – Additional Support Staff**

The FWCr may be asked to provide additional support staff, which are not contemplated within the above-listed items; a description of the task to be performed for the support staff will be included in the Specific Terms of Reference. E.g., fleet manager

The total costs may not exceed, per support staff, the maximum amount of EUR 10,000.00 (VAT not included). This item may only be used in the context of a conference, seminar or similar event and it must remain an accessory service for the assignment

## **3.1.3 Type C: Services**

### **C1 - Booking and hiring of an appropriate conference room(s)**

In line with the Contracting Authority's indications of place, dates, duration, and number of participants, the FWCr will hire the appropriate conference facilities, including online platforms for fully online or hybrid events.

The FWCr must consider accessibility and facilities for disabled participants. The rental may include appropriate decoration, such as flags, which will be detailed in the Specific Terms of Reference (which countries / bodies flags, size, etc...).

The venue should preferably be:

- close to the participants' accommodation (if within same hotel better)
- accessible with public transport (trains, metro etc.).
- in a building with recycling policy and with efficient use of energy and resources (green building)

In the case where an event/meeting/conference is organized at the Contracting Authority's headquarters (Secretariat of the UfM), all needed material should be rented in coordination with the material available at the Palau de Pedralbes and the UfMS.

## **C2 - Additional premises**

Renting of additional premises for secretarial work during the event. The premises may be required to have a telephone line, internet access, a PC with laser printer and appropriate software, copying equipment, etc. These premises are NOT for the use of the FWCr in the context of their own management of the assignment.

## **C3 - Rental of appropriate audio-visual equipment and ancillary services**

The conference equipment may cover, including but not limited, the following:

- cabins and equipment needed for simultaneous interpreting
- audio equipment: microphone(s), loudspeaker(s), etc.
- projection devices: overhead projector(s), video projector(s), wide projection screen(s), television set(s), DVD player(s), etc.
- transmission material for the hearing-impaired as well as translation/communication facilities for hearing – or visually impaired participants.
- ancillary services, including the possible operation of UfMS equipment.

The presence of a technician in the meeting room will always be required, unless specified otherwise by the Contracting Authority.

In the case where ad-hoc/atypical audio-visual services are requested, such as live retransmission from one meeting room to another, live transmission on social media, live conference calls etc. it will be the responsibility of the FWCr to assess the type of material and quantities required (TV screens, cables, plugs etc.)

In the case where an event/meeting/conference is organised at the Contracting Authority's headquarters (Secretariat of the UfM), all needed material should be rented in coordination with the material available at the Palau de Pedralbes and the UfMS.

## **C4 - Registration desk**

Definition/identification of target audience. Develop a participants' electronic database and relevant registration observing the following requirements, while ensuring compliance with data protection rules:

- Receive participants' database from UfMS and create an online registration form in coordination with them.
- Set up and manage an electronic database accessible to UfMS, updating it for UfMS-invited participants.
- Handle full registration process, follow-up by email/phone, and confirm bookings and information sent to participants.
- Provide media representatives with information kits and press passes.
- Operate an on-site registration and information desk throughout the Conference, including a press desk, distributing conference and media materials.
- Provide a signed final participants list and collect evaluation questionnaires in agreement with UfMS.
- Manage cancellations, queries, and ensure all moderators, panellists, and providers are registered.

The FWCr is fully responsible for handling cancellation and queries from registered/registering participants. The FWCr is fully responsible for cross checking and ensuring that all listed moderator, panellists, and providers from the final programme are registered for the conference.

#### **C5 - Website services**

Development, maintenance, and management of an event's website hosted by the FWCr, except otherwise specified.

The total costs of the item C7 may not exceed the maximum amount of EUR 5,000.00 (VAT not included). This item may only be used in the context of a conference, seminar, or similar event. "Website services" must remain an accessory service for the assignment.

#### **C6 - Local transport**

Local transport for participants including:

- Hotel venue hotel
- Hiring inter-city / intra-city transfers as part of the conference programme

Local transport services shall always be provided with a coordinator. The coordination shall be assumed by the FWCr management team itself depending on the team's human resources capacity and/or workload, or by the local transport service provider.

#### **C7 - Shipping services**

Transport and storage of material, equipment, and documentation to and from the event venue, including packing, unpacking, setting up of publications on shelves before the event and repacking after the event.

Custom fees shall be considered and included in the financial offer.

#### **C8 - Communications and Visibility**

Provision of integrated communication and other related services in relation to the event organize.

The total costs of the item C10 may not exceed the maximum amount of EUR 20,000.00 (VAT not included). This item may only be used in the context of a conference, seminar, or similar event and may not be used to circumvent public procurement procedures. "Communications and Visibility" must remain an accessory service for the assignment.

#### **C9 - Production and Distribution of invitations (letters or cards)**

The FWCr can be requested to produce and distribute invitations to participants, using models provided by the Contracting Authority, where appropriate.

#### **C10 - Preparing name badges / conference kits**

The FWCr may be requested to prepare:



- Name badges
- Conference kits
- Conference booklets (with Table of content, Key messages by VIPs, Introduction of the objectives of the conference, Agenda, Session abstracts, Introduction of the organisers, Speakers short biography & picture)
- Practical information (on hotel, logistics and other administrative conference-related information)

and distribute them to participants. The conference kits may have to show the UfMS logo along with the “co-financed by the European Union” symbol, the conference title, the place, and date of the conference etc. and be in accordance with the EU’s visibility guidelines for external actions.

The materials for the conference kits may be partially or totally provided by the UfMS. The specific TORs will expressly indicate requested services. Within budget restrictions, preference will be given to environmentally friendly badges and kits, made of ecological material and not plastic (corn, wood, recycled silicon etc.).

### 3.1.4 Type D: Supplies

#### **D1 – Catering (delegate package D2-D5 included)**

#### **D2 – Water**

#### **D3 – Coffee break**

#### **D4 – Lunch**

#### **D5 – Dinner**

The FWCr may have to organise catering such as meals, drinks, coffee breaks. The type of catering such as buffet (cold or warm), to be or not served at table, type of drinks (whether with or without alcohol) etc., must be clearly specified in the Specific Terms of Reference.

The catering should ***not offer food with pork*** unless the contrary is clearly stated. Unless stated otherwise in the TORs, the lunch should always be terminated with coffee or tea.

The name/ingredient of the dishes should be clearly indicated through labels, to be dispatched around the buffet tables.

For the lunches or dinners, the Framework Contractor will make the necessary reservations for the appropriate number of people. The Contracting Authority will decide beforehand the number of courses per meal. The Framework Contractor must take into consideration any cultural, religious, or personal specificity of participants and provide corresponding food and drinks.

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

Whenever possible, individual doses of sugar and milk/cream should be avoided, to be replaced by bulk dispensers. Moreover, reusable plates, cutlery, napkins as well as glasses and ceramic cups should be favoured, and plastic cups avoided always.

Locally produced goods for food and beverages (especially for fruits & vegetables) and if possible organic and even fair trade. Waste generated should be sorted and collected for recycling.

#### **D6 - Prints (leaflets, presentations, handouts etc.)**

The FWCr may be required to ensure the conception, physical production and delivery of information, other leaflets, or documents, to enhance the public awareness regarding the event. This activity may require the conceptual aspect as well as the printing (after approval of the Contracting authority of its content and layout) of the material of which the description will be detailed in the Specific Terms of Reference. These will inter alia define the quantity and the required key technical characteristics (paper type, if coloured or black/white etc.). Printing of documentation for participants prepared by others (speaker's presentations, summaries etc.) may also be required.

This item may only be used in the context of a conference, seminar, or similar event. The item "Prints" may not be contracted alone.

All prints bearing the UfM logo will also have to show the "co-financed by the European Union" symbol.

Whenever possible, the printing material should be two-sided and on recycled with chlorine free ink. Within budgetary restrictions, preference will be given to environmentally friendly materials (green ink, corn, wood, recycled silicon, etc.).

Dn – Others: Any other type of supplies not listed above.

### **3.2 Green life cycle**

All material and services ordered in the name of the UfMS for a specific event should, as much as possible come from and/or be produced locally (i.e., in the country where the event is taking place) to avoid additional transportation costs and consequently also reduce CO2 emissions.

Given the particularly high environmental challenge the services covered by this framework contract represent, the FWCr should give particular attention to this aspect, aiming to provide the best possible "green life-cycle". This can include e.g. the use of nonaggressive/ecological components and materials for exhibition equipment, promotional gadgets or publications, re-use and recycling of exhibition materials, type of ink used for poster printing or publications, separate waste collection, sustainable transport of staff and material, energy efficiency measures, use of recycled paper in printed material, double-side printing, sustainable catering (use of local, organic and fair trade product, offer of vegetarian meal selections, recyclable food packaging, etc.), etc. This list is non-exhaustive.

### **3.3 Assignment implementation**

The FWCr will be supported by the largest possible network of associated partners specialised in logistic support to events covered under this FWC. These partners will be able to provide logistic support on the spot. If they are sub-contractors in the sense of Article 4 of the General conditions, prior authorisation of the Contracting Authority must be obtained. The sub-contractors are not the final service providers such as hotels, car rental companies, translators/interpreters, catering providers, etc. but subcontractors are third party to the FWC which carry out part of the services entrusted to the FWCr through the Specific contract.

The Contracting Authority of the individual assignment will identify a Project Manager. Their role is to oversee the implementation of the assignment and to liaise with the Framework Contractor's Project Manager.

Ensuring the quality of the assignment is one of the key responsibilities of the Framework Contractor. The FWCr is fully responsible for the quality of the services, reports or/and other outputs required.

The FWCr is also responsible for all administration in relation to the assignment such as establishing a contract with the service providers including the additional event coordinator, the moderator, the speaker etc.

Furthermore, the FWCr must brief the service providers selected regarding all administrative, contractual, and technical requirements relevant to the individual assignment.

The FWCr has the obligation to respond to each Request sent to him. If the FWCr is not in a position to make an offer, a substantiated justification must be provided as rapidly as possible and at least three days before the deadline for submission of the offer at the latest.

The FWCr is responsible for the timely payment of the service providers, in line with the contractual terms (the Framework Contractor's Methodology). FWCr should make clear to the service providers that the Contracting Authority is in no way liable for the payment to them. The FWCr must also transfer funds necessary to support the activities under the contract and to ensure that its service providers are paid regularly and in a timely fashion, in particular in line with provisions of its Methodology. He also must ensure that his staff is covered by appropriate insurance.

The FWCr has to act pro-actively and inform timely the Contracting authority about the progress or any problems met in the course of the implementation.

### 3.4 Local market capacity (BARCELONA)

The FWCr is required to provide a high level of performance within the Barcelona area, which will represent the major component of the FWC.

The FWCr is expected to assure its local availability in Barcelona on a regular basis and ad hoc within a reasonable time. Thus, FWCr is requested to provide a proper fallback arrangement with local suppliers and proposed mechanisms to identify them at the best market conditions, notable in terms of quality/price ratio will be guaranteed. The FWCr shall provide appropriate mechanism in case of deficiency of one or several local suppliers to ensure business continuity.

## 4- TIMING

MFWC: the Multiple Framework contract is expected to have duration of 4 years. Request for services can be launched as from the commencement date indicated in the Special conditions up to the expiry date of the FWC.

Specific Contracts: The request for services and the Specific Contract indicates the *provisional* starting date and duration of each individual assignment. The *actual* starting date is confirmed by the Project Manager once the Specific Contract has been duly signed. Services may only be confirmed through an **administrative order<sup>1</sup> issued**

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<sup>1</sup> Kick off meeting, email or phone call.



**after signature** of the Specific Contract. Under no circumstances may services be confirmed beforehand; any commitments made prior to the issuance of the administrative order could be considered **ineligible**.

## 5- REQUIREMENTS

### 5.1 Consortium and its leader

The Leader of a consortium is the sole interlocutor for all contractual and financial aspects of the FWC and the individual assignments and is the only formal contact point between the Framework Contractor and the Contracting Authority. The Consortium leader is responsible for the invoicing, invoices accuracy and for the supporting documents.

The Leader shall inform the Contracting Authority of any change concerning the consortium members. Any change in the composition of the consortium is subject to the prior authorisation of the FWC Contracting authority since each member is a party to the FWC.

Any change in administrative data (address, bank account etc.) must be notified without delay to the FWC Contracting authority. After the expiry date of the FWC, the FWCr must continue to notify the above-mentioned changes until the last individual assignment is ended.

The consortium leading firm must ensure that all the members are aware of and respect the contractual provisions (including the contractual Methodology in annex III of the FWC) as well as any communication related to the implementation of the FWC.

Arrangements offering each consortium partner a fixed percentage of the work to be undertaken under the contract should be avoided.

Sub-contracting (calling on any other legal entity than the Consortium members) of any aspect of the management and / or administration of the FWC is not authorised, except for the quality control and backstopping for individual assignments. Individual assignments can be partly sub-contracted provided prior approval by the Contracting authority. When the offer clearly indicates the sub-contracting (the sub-contracted services and the subcontractor must be identified), the Contracting authority gives its authorisation by signing the Specific contract. The FWCr remains the sole party which is contractually liable. Events coordinators working for the individual assignments are not considered as sub- contractors.

### 5.2 Staff

The FWCr must make available an appropriate management and backstopping mechanism, quality control system, secretariat and any other support staff deemed necessary to implement this FWC.

For each assignment, the FWCr appoints one or more specific event coordinators covered by the flat rate (Management cost). The Project Manager can request a support of an additional event coordinator on site or remote.



### 5.3 Management Team

The composition of the management team is determined by the FWCr in its Methodology and comprises a minimum of two individuals, one of them being the Project Director and the other the events Coordinator's. Any change to its composition must be approved by the FWC Contracting Authority by administrative order.

The Project Director will have the overall responsibility for the running of the FWC as well as for the formal contacts with the Contracting authority of the FWC, and the events Coordinator(s) will deal with any technical questions related to the execution of the Specific contracts.

The Project Director is responsible for the overall management the FWC and formal communication with the Contracting authority for the FWC. They (or their temporary substitute) are expected to react within a working day to any communication made by the Contracting Authority. They sign-off all the outputs (such as studies/reports) required by a specific assignment and the reports for the FWC implementation.

The Management team will have at least the following tasks which may not be sub- contracted:

- A. responsibility for the day-to-day management of the FWC and of each individual assignment.
- B. monitoring and quality control of the services rendered and of the performance of the service providers for the assignments participation in briefing/debriefing when required for an assignment (as per Specific Terms of Reference).

The Management team must have the following skills and experience:

- Excellent communications and organization skills.
- The Project Director must have working knowledge of English, (French, Spanish and Arabic are assets).
- Events Coordinator must have working knowledge of English, (French, Spanish and Arabic are assets).
- Additionally, the Project Director must have at least 8 years of experience in a management position (i.e., responsible for a team). These 8 years may be part or not of the professional experience below.
- One member of the management team must have at least 5 years of professional experience related to organising of institutional events on international level and in a multi-cultural environment. These 5 years of experience must have been gained in the last 8 years maximum.
- Knowledge of EU contractual rules is mandatory.

The Management team members will not be necessarily full time assigned to the FWC.

However, in order to ease and facilitate as much as possible the coordination between the Framework Contractors and the Contracting Authority, the FWCr shall ensure availability of its Management team members, with a special focus on the Event coordinator, in 80 per cent of attributed specific ToRs.

For all events, the FWCr should ensure organizational arrangements to assure their local availability in Barcelona on a regular basis and ad hoc within a reasonable time

The cost of the contract management, of the backstopping mechanism, of the quality control, is considered as an overhead and integrated in the flat rates (Management costs). Participation of a member of the Management team in the briefing or debriefing is however not part of the flat rates and is to be budgeted (fees, per diem and

travels – Direct costs) separately in the offer when required by the specific ToRs. Any change of Management team members must be approved ex-ante by the Contracting Authority by means of administrative order.

## 5.4 Support Team

The Management Team should be assisted by a team of support staff with the qualifications required inter alia in order to:

- a) provide all the necessary logistical support both before and during the assignment to the service providers,
- b) support the Management team in dealing with the administrative work such as handling the requests and the Specific contract,
- c) support the Management team in the follow up of the assignment with the users,
- d) ensure an efficient invoicing and payment to the experts and service providers,
- e) ensure all the necessary logistic tasks.

The working knowledge of English, French or Spanish is required from the support team as such. The FWCr must guarantee that his infrastructure and staff will be available, as a minimum, from Monday to Friday and between 9.00 and 18.30 (Brussels time) of every UfMS working day.

The FWCr should ensure the local availability in Barcelona of backstopping mechanism on a regular basis and ad hoc within a reasonable time.

## 5.5 Specific event coordinator

At least one specific event coordinator will be appointed to be responsible for each event. He/she should remain the same for all the events, unless duly justified, with a maximum of four changes throughout the year.

He/she may be a member of the Management team. In case the specific event coordinator is mobilised outside of the FWC Headquarters, the travel costs and per diem will be paid as direct costs. Their fee is already included in the flat rates.

The Project Manager can also request the support of one or more additional event coordinator whose costs are to be quoted separately in the specific offer as "Direct costs" since the flat rates do not include their fee.

The Specific ToR's shall not discriminate the event-coordinators (or other services providers, such as moderators) on the ground of their former or present nationality, gender, place of residence etc.

The specific event coordinator / Contact Point will be responsible to answer to a Hot Line 3 days before, during and 2 days after the end of the event, at a 24h basis. The specific event coordinator / Contact Point shall be fluent in English (French and Spanish are assets) and her/his contact details may be communicated to all participants.



## 5.6 Facilities to be provided by the Framework Contractor

Secretarial and other office-related costs, which may include office rental, communications (telecommunications, mail, courier etc.), equipment for the event coordinators as required (individual laptop computers, calculators etc.), report production support services etc. are included in the flat rates whether these costs are incurred in the Framework Contractor's Headquarters and/or during field mission. No costs of this nature may be charged in addition.

Reports and similar documents required in the Specific ToR's will be made available in a maximum of 3 copies (the precise number will be stated in the Specific ToR's). Reports may be additionally required in electronic version at no extra charge: by e-mail, on USB-key etc.

No office, secretarial, communication or transport facilities are due to be provided by the UfMS.

## 6- REPORTING

### 6.1 Reporting requirements for the FWC

The Framework contractor shall provide an Interim narrative Report at 6 months of commencement of the contract, and Final Reports at the end of every calendar year.

This report will indicate inter alia both positive and well-functioning aspects of the FWC as well as problems and obstacles met. It will propose recommendations aiming to improve the administrative and/or operational aspects of the FWC and/or individual assignments. The report will also contain annexes which will provide information on a number of administrative issues such as the number of requests received, the number to which the Framework Contractor has replied, the number of Specific Contracts received, the amounts contracted and paid etc.

The report should also include valuable statistics about the events organised: average cost per participant, distribution of costs per services, number of participants invited, number confirmed, number attending, etc. Templates could be provided by the Contracting Authority.

Final reports summarizing the aspects above among others will be required at the end of every calendar year. It must be delivered within one month following the end of the contract and an update of the table annexed must be provided within one month after the operational end of the last assignment carried out under the present FWC.

It is anticipated that the UfMS services may organise on a yearly basis a meeting inviting all Framework Contractors to report on and analyse the functioning of the FWC.

The participation of Framework Contractors will be encouraged; however, the related travel and accommodation costs will not be reimbursed by the UfMS.

### 6.2 Reporting requirements for the Specific Contracts

After each event, within three weeks unless otherwise specified in the Specific Terms of Reference, the Framework Contractor will present a final brief report comprising:



- a) A technical part related to the assignment including:
- A signed list of the participants who attended – for physical events
    - Participant lists should include the date & name of the event on every page.
    - Participants should be instructed to sign with their full name in the dedicated field (not at the bottom of the page or with an "X").
  - Since many participants have multiple names and surnames, it is essential to use the same combination of names consistently across the participant list, the financial report, and all supporting documents. Indicating the final number of participants
  - Indicating the dates and the number of nights of accommodation paid, the number of daily allowances (full or partial) paid out, the travel schedule etc.
  - Shortly describing the tasks carried out and the services rendered.
  - Indicating the use of contingencies, if any, and attaching the Contracting Authority's emails approving them.
  - If relevant, making recommendations regarding future conferences.
- b) A financial part summarising the expenditure eligible for reimbursement that was incurred in organising the conference and state the flat rates and fees that will be charged.

Specific Terms of Reference may request additional information to be included in the final report or other type of reporting such as interim report when interim payments are foreseen.

All required reports and/or documents will be delivered physically by and under the responsibility of the Framework Contractor. For consortia, this responsibility lies with the Consortium leader.

The FWCr must keep all the documents related to the FWC procedure/consultation such as all the requests received, even when not won, as well as all the correspondence with the Contracting Authority.

## 7- CONDITIONS OF IMPLEMENTATION

This is a multiple FWC with on-going competition concluded on the same terms with 3 FWCr, plus 2 reserve FWCr in ranking order for future replacements. Should any of the selected FWC fail to sign the contract or the FWC is terminated with one or two of the FWCr, the first reserve FWCr shall be invited to submit offers. The second in the reserve list shall be invited, if necessary, with the objective of reaching a minimum of 3 FWCr for each assignment.

For each assignment, a request for services to submit an Offer is sent to the 3 eligible and active Framework Contractors for requests for services with a budget under 300,000 EUR. The resulting Specific Contract is awarded to the Framework Contractor whose offer has been evaluated as having the best value for money among those offers passing the technical threshold of 75 out of 100 points, unless otherwise indicated in the Specific ToR. No guarantee can be given for the number of requests issued, for the number of Specific Contracts awarded to a given FWCr or for the total amount contracted with him.

For each assignment, the FWCr undertakes that his proposal will be in the UfMS' best interests, particularly its best financial interests as regards transport costs, accommodation costs (notably considering the number of people travelling) to the conference venue. They will automatically quote the lowest prices available on the market according to the class of travel authorised by the UfMS and the standards specified.



In negotiating prices and conditions with airlines and other service providers (e.g., for accommodation, meals, meeting participants at airports) the FWCr will ensure that the UfMS benefits from promotions or special rates and will inform the UfMS services concerned where such rates have been obtained. Where applicable, the FWCr will use group transport rates.

## 7.1 Request to submit an offer

The FWCr will receive a request to submit an offer (RfQ) via e-mail together with the related Specific ToR's and the Evaluation Grid. The Specific Contracts will be fee-based contracts.

The Specific Terms of Reference will include at least all the necessary details to enable all the FWCr to present offers based on the same assumptions. The Specific Terms of Reference specifies inter alia:

- the presence at the place of venue of an event coordinator normally operating from the home office,
- the presence of a member of the Management team for the briefing and/or debriefing session,
- the support from an additional event coordinator. For the latter, as minimum, the level of specific professional experience, cultural/country knowledge and/or languages required must be specified,
- the modalities of the balance payment based on either an expenditure verification report or supporting documents.
- maximum of technical details (such as the hotel class, specification for the technical equipment rental, conference kits content and quality, technical format of registration websites etc.) and the minimum technical requirements will also be identified.

The Evaluation Grid will contain the details and relative weights of the technical evaluation criteria for the offers. The Grid will also indicate whether an interview of expert(s) will be carried out as part of the technical evaluation and, if so, fix the indicative dates of interview and the position for which the interview is envisaged.

The technical evaluation might include also site visits.

The Framework Contractor will dispose of a maximum period of time per category of organisation (counted from the date of dispatch of the Request) to prepare and dispatch (by e-mail) their offer as stated under point 3.1 Categories.

The request may allow for a longer period of submission of offers considering factors such as the complexity of the assignment, the number of participants or the period of the year (holidays period e.g.) etc. In exceptional cases, others than specified above, the request may indicate a shorter period of submission of offers. If at least one FWCr notifies on the first working day following the date of dispatch of the Request its refusal to make an offer within a shortened submission period, the Request may be cancelled, re-launched or amended, respecting the minimum period. The FWCr shall justify the reasoning for the refusal and such reasoning shall be assessed by the Contracting Authority in order to determine whether to continue the process in accordance with fair and transparent competition with the others FWCr or to cancel and re-launch the Request.

The Framework Contractors contacted must send by email the next working day an acknowledgement of receipt of the Request and their confirmation of intention to submit offer without prejudging of the effective possibility to find the appropriate service providers and/or event coordinators.



## 7.2 Offer

### 7.2.1 Content

The FWCr will submit:

- a) The Financial Offer, including financial quotations, breakdowns of costs and financial analysis., in excel format following the template provided.
- b) The Technical Offer, or methodology. The Organisation and Methodology may include the name of the Project Director and the other the events Coordinator's and their profiles. Compliance (yes/no answer) of the team (as a whole) with the requirements will be checked, but there will be no marks given to the experts.

#### 7.2.1.1 Statement of exclusivity and availability

The statement of exclusivity and availability is required only for the event coordinators and experts proposed in the offer and the FWCr may not have it signed before deciding to propose them.

By signing the statement of exclusivity and availability, the expert/additional event coordinator commits him/herself to allow only one Framework Contractor to present his CV for the same assignment.

#### 7.2.1.2 Financial offer

It comprises 4 components: a) Flat rates per category of event b) Reimbursable c) Direct costs and d) Contingencies.

##### a) Flat rates per category of event (Management costs)

The Flat rates (fees) cover all the Framework contractor's costs in order to manage the contract as well as the Framework contractor's commercial margin. It covers therefore inter alia the Management team and support staff costs, all administrative costs (offices, communications etc.) etc. but does not include the costs of the reimbursable items. The flat rates cover several categories of services per type of event as described in item 3.1. One event coordinator cost per assignment is included in the flat rates.

The Specific Terms of Reference will specify the category of events organization required and the corresponding type of services that fall under. These services must however be strictly linked to logistics and to the category of events organization defined in item 3.1 above.

Each flat rate (fee) defined in the FWC (Global financial offer of the FWCr) is a **maximum amount**. Therefore, the flat rate/fees amount proposed for each individual assignment will correspond to the Framework Contractor's best offer for that assignment and cannot exceed this maximum, in addition, the flat rate/fee proposed **cannot be superior to 20% of the reimbursable component quoted and 15% for category 4 events**. A lower flat rate can be offered in each assignment.

The Framework contractor must follow all directions specified in the general and specific ToRs, inclusive any Guides/internal policies, which will be provided to the awarded Contractors.

## **b) Reimbursable**

Reimbursable corresponds to services that are usually provided by third party service providers identified by and under the responsibility of the Framework Contractor. All items required by the Contracting Authority must be proposed in the financial offer. These items should be in the best interest of the Contracting authority and in particular respecting the market prices.

These items follow the regime of real costs and can be, after implementation, invoiced and paid up to their actually incurred costs, as justified by supporting documents.

## **c) Direct costs**

The Direct costs are the reimbursable costs of the FWCr which are not generated directly by the services to be provided under item 3.1. It includes:

- 1- Expenditure verification report cost
- 2- Direct costs of the staff of the FWCr which are not covered by the flat rates:
  - 2.1 Per diem and travels costs of the event coordinator, additional event coordinator and/or Management team member required to participate in briefing/debriefing,
  - 2.2 Fees of the additional event coordinator and/or Management team member required by the Contracting authority to participate in briefing/debriefing.

The cost of the additional event coordinator and of the Management team member required to participate in briefing/debriefing comprise their fees, per diem and travels. The inputs are expressed in working days. A started day of travel is considered as a working day unless accepted otherwise by the selected FWCr.

The air travel must be by economy class, train travel may be by 1st class, car travel will be reimbursed on the basis of 1st class rail travel for equivalent journey. A Business class flight, used on the FWCr's initiative without ex-ante approval of the Contracting authority will be reimbursed on the basis of the cheapest economy class at the moment of the purchase of the Business class fare of which the evidence will be provided by the FWCr.

International and Inter-city travel costs are reimbursable costs.

The same rules apply for the per diem and travels of the event coordinator in case his presence at the place venue is required as well as of a member of the Management team required by the Specific Terms of Reference to participate in a briefing/debriefing session.

## **d) Contingencies**

A special contingency reserve of 10% of the reimbursable component may be foreseen to face unforeseen increases, upon justification, except otherwise provided as per the Specific Terms of Reference of each assignment.

### **7.2.2 Procedure**

The FWCr is responsible for:

- a) selecting the service providers in line with the requirements described in the Specific Terms of Reference.
- b) checking the accuracy of information contained in the moderator and event coordinators CVs; and,





- c) preparing the financial offer respecting its Global financial offer and, for reimbursable items, the market prices,
- d) drafting a short assignment methodology including the description of the services offered (5 pages maximum unless stated otherwise in the Specific Terms of Reference),

For Consortium, the responsibility for checking the quality and accuracy of the offer lays with the Leader of the Consortium.

The Project Manager must acknowledge the reception of the offers. The offer is valid for 14 calendar days after the final date of submission, in case that any of the items under reimbursable cannot be held at that price for that period, should be clearly stated in the methodology, indicating the deadline, the Contracting Authority reserves for itself the possibility to reject the offer due to this factor. The Project manager can ask for an extension if consider it necessary.

If clarifications are required on the request, any of the contacted Framework Contractors (the Leading Partner in the case of a consortium) may consult the Project Manager. The Project manager must answer as rapidly as possible by sending the question/request for clarification and the answer to all the FWCs simultaneously. The Contracting Authority is expected to fix a new deadline for submission of offers if justified by the type of problem raised and its impact on the preparation of the offers.

The FWC is entitled not to make an offer if the deadline for submission of offers falls within the minimum periods indicated in the item 7.4 below.

### 7.3 Evaluation

Only offers which fulfil the following criteria of admissibility will be evaluated:

- the deadline for the submission of offers has been respected.
- the proposed flat rates (and possible fees) do not exceed the contractual maxima.
- the maximum budget has been respected.
- the minimum required skill specified as such in the specific ToR's are respected.

The Contracting Authority selects the offer with the best value for money using a 60/40 weighing between technical quality and price.

The technical evaluation is performed by means of:

- The adequacy with the requirements of the Specific ToRs, or
- A Specific Evaluation Grid (The categories to be used may be modified as required and the division of scores must be adapted according to the requirements of the Specific ToRs)

Technical score obtained for each offer is reported to the technical points of the best offer, thus resulting in a score (actual final score/highest final score)

For the financial evaluation, the score obtained for each offer are reported to the financial points of the best offer, thus resulting in a score (lowest price/actual price).



Interviews can be conducted. They should be conducted for the experts foreseen, of all the admissible offers by phone, provided it generates no cost for the FWCr or the experts except for the roaming costs. The evaluators may decide to adjust the technical scores on the basis of the outcome of the interviews.

Site visits can be conducted, when the importance of the activity requires the evaluators to visit the proposed venues before finalizing their evaluation.

Procedure of evaluation:

Only offers which fulfil the following criteria of admissibility will be evaluated:

- the deadline for the submission of offers has been respected
- the offer complies with the eligibility rules of the EU External Aid programme including for sub-contractors
- the fee rates (expert fees + management fees) do not exceed the contractual maxima
- when a maximum budget is fixed, it is not exceeded

The Contracting Authority chooses the offer with the best value for money using an 60/40 weighing between technical quality and price.

a) For the evaluation of the technical quality, the Contracting Authority will define the detailed criteria and their respective weights in the Evaluation Grid attached to the request for services. Unless otherwise indicated in the Evaluation Grid, any offer falling short of the technical threshold of 75 out of 100 points, is automatically rejected. Out of the offers reaching the 75-point threshold, the best technical offer is awarded 100 points. The other offers receive points calculated using the following formula: Technical score = (final score of the technical offer in question/final score of the best technical offer) x 100.

b) For the evaluation of the price, the provision for expenditure verification will not be taken into account in the comparison of the financial offers. The offer with the lowest amount receives 100 points. The other offers receive points calculated using the following formula: Financial score = (lowest amount/ amount of the financial offer in question) x 100. The financial offer may be checked to ascertain if the offer constitutes or not an abnormally low tender. Further details and/or clarifications of the pricing methodology may be requested from the contractor by the Contracting Authority.

c) Overall, the offer which obtains the highest weighted score (60% for the technical score and 40% for the financial score) will be awarded the Specific Contract.

The Contracting Authority will have up to 14 calendar days to evaluate and notify the results to Framework Contractors which submitted an offer. After this period, the Framework Contractors are no longer bound by their offer.

Following the notification, the selected Framework Contractor's offer validity is automatically extended by 10 days in order to allow the signature of the specific contract.

The selected FWCr is invited to reconfirm the availability of the experts, when applicable. The notification does not commit the Contracting authority to award the specific contract to the FWCr selected by the evaluation

committee and it is consequently not expected to make any binding commitment such as signing contracts with the event coordinator and service providers before having received the Specific contract.

## 7.4 Specific Contract

The Specific Contract is a fee-based contract, drawn up in accordance with the standard format in attachment. The financial offer (breakdown of prices) and CV's together with the Specific Terms of Reference and the methodology, form an integral part of the Specific Contract.

For events where flights, accommodation or visas are required, the list of participants indicating the services required per participant and with the data relevant to the service must be notified to the selected Framework Contractor at least:

- 5 working days prior to the event for up to 10 sponsored participants.
- 8 working days prior to the event for between 11 and 100 sponsored participants; and,
- 12 working days prior to the event for over 100 sponsored participants.

In case these periods are not respected, the Framework Contractor is entitled:

- before the signature of the Specific Contract, to either modify its offer or withdraw its original offer.
- after the signature of the Specific Contract, to have a rider based on a modified offer or terminate the contract without penalty.

The Specific Contract comes into force when notified by e-mail, normally on the day of its signature by the Contracting Authority for the individual assignment. The expenses are eligible for funding from that date.

No price revision applies to the Specific Contracts.

The Services under reimbursable should always be quoted using "all-in" unit costs. If, for example, interpretation or translation services are required, these are considered as services contracted by unit (e.g. per day of interpretation or per a given number of translated pages, all inclusive). The reimbursement is therefore not to be based on interpreters' or translators' fees, flights, local travels, daily allowance etc. as is the case for experts. The services unit costs must be carefully checked against the market prices. No reimbursable may be quoted as a lump sum (e.g. translation and interpretation for 5 000 €) as the reimbursement will by definition be made on the basis of the supporting documents (for fee-based contracts). The supporting documents are required but "a provision" can replace unit prices when necessary.

The items under reimbursable costs are not ceilings but forecasts. However, changes to the unit prices require prior approval based on a proper justification and market prices and as long as the total amount of the contract is adhered to.

The cost of the moderator's service and the fee of the additional event coordinator are always fixed. Modifications in quantities of a reimbursable item must be covered by an ex-ante approval by the Task manager or be a consequence of a modification in the assignment execution authorized by him. For example, a Task manager's authorisation for additional working days authorizes ipso facto additional corresponding per diem as well as the acceptance of costs linked to a transport ticket change without the total exceeding the total contracted amount.

Amendment of the Specific contract

If the contract requires substantial amendment an addendum is necessary. The addendum is also compulsory in the case of increasing the total amount of the specific contract (new financial commitment). The aggregate amount of such additional services not covered by the initial contract which as a result of unforeseen circumstances have become necessary, may not exceed 50% of the value of the initial contract. Any substantial amendment of the contract must be set out in writing in an addendum, to be concluded on the same terms as the original contract. If the request for an amendment comes from the framework contractor, he must submit it to the project manager in due time

Examples of amendments involving an addendum:

- Replacement of an expert, if the new expert has not the equivalent qualifications and/or experience than their predecessor.
- an increase in the total cost of the contract.

Administrative order: Article 20.2 GC The framework contract assignments are by definition short-term assignments and minor changes must be treated with flexibility while respecting the rules of good management. An administrative order in the sense of the GC, art 20.2 may be given by the Project manager. An amendment is not needed: if it does not affect the basic purpose of the specific contract and, ) for a fee-based specific contract, the financial impact is limited to a transfer within the fees or between the fees and the reimbursable, involving a variation of less than 15% of the total amount of the contract.

## 7.5 Assignment evaluation

For each assignment, the Contracting Authority will evaluate the performance of the Framework Contractor. It will use the performance rating template attached to the Tender Dossier to this end. The latter is sent for informative purposes only, and first and foremost as a mean to enhance the performance of the FWCs and their contractors for future assignments.

The records of this database will be available to the evaluators in the FWC procedure who are bound by their confidentiality statement.

## 7.6 Invoicing

Request for payments shall be made only on the basis of the amount value of a Specific contract, within a maximum of 2 months after the event takes place, except otherwise justified. Payments in relation to individual assignments as per Specific contract will be made according to the provisions of Article 29 of the Special Conditions in accordance with the Specific contract.

Invoices shall contain the contractor's identification, the amount, the currency (euros), and the date, as well as the contract reference.

As a general rule, for specific contracts under 20.000,00 € there is no pre-financing and interim payment foreseen, unless special cases upon assessment. In any case, pre-financing and interim payments are not compulsory.

### **Pre-financing**

The Framework contractor may ask for an amount up to maximum 20% of the specific contract value. After assessment, it can be required a financial guarantee. Payable within 30 days of receipt by the UfMS' finance department ([generalinvoices@ufmsecretariat.org](mailto:generalinvoices@ufmsecretariat.org)) of the following documents:

- the request for payment of pre-financing.
- the specific contract countersigned by the framework contractor.

### **Interim payments**

Interim payments shall be made based on requests for payment, considering the progress made in implementing the event.

Such interim payments shall be made after submission of a state of play of the situation (draft of financial report) and based on a positive risk assessment. After assessment, it can be required a financial guarantee in interim payments. In all cases, the sum of pre-financing and interim payment cannot be more than the 90% of the expenditure already incurred.

The following documents should be submitted in order to proceed with the interim payment:

- Invoice.
- State of play of the financial situation (interim financial report summarising the expenditures incurred).
- Upon assessment, financial guarantee.

### **Balance payment**

The modalities of the balance payment based on either an expenditure verification report or supporting documents will be specified in the RfQ and Specific Contract.

The invoice should be presented with:

- either the supporting documents and proofs of payment or the audit report
- a copy of the specific contract
- a technical report (as described in the section 6.2) including a short description of the services delivered and if applicable recommendations as well as:
  - the signed list of participants
  - the justification of the use of the contingencies and approval emails
- the financial report, summarising the expenditure eligible for reimbursement that was incurred in organising the conference and state the flat rates and fees that will be charged

The expenditure verification report will use applicable template and terms of reference attached to the FWC (Annex VI). The expenditure verification report should:

- Ensure the compliance with the terms and conditions of the specific contract.



- Verify the eligibility of fees (management cost of the staff and fees of the additional event coordinator and/or Management team member)
- Verify the eligibility of reimbursable cost, per diem and travels costs for staff required to participate in briefing/debriefing and contingencies already incurred in organising the assignment compared with the cost initially forecast. For this purpose, the Auditor examines supporting documents (e.g., invoices/boarding passes) and proof of payment. In case there is an agreed payment schedule/deadline with the supplier (and the payment is not yet issued) copy of such agreement should be attached to the supporting documents.

The expenditure verification report may not include:

- any reserve: e.g., if a boarding pass is missing, the auditor must take a decision considering other available supporting document whether the expenditure is eligible or not and he may not leave the decision to the Contracting authority
- an item “other”: all the costs must all be individually identified and detailed.

Whether the Framework contractor does not respect its invoicing obligations as per the FWC, the Contracting Authority may either suspend this Framework Contractor for a given period from receiving any Requests or, ultimately, terminate the FWC in line with the provisions of the General Conditions.

## 7.7 Sub-standard performance

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

Should a Framework Contractor repeatedly be unable (or not willing/interested) to make an offer, submit offers which are technically below expected standards, or have a frequent sub-standard performance of specific contracts, this could be qualified as a breach of contract, entitling the FWC Contracting Authority to the remedies laid down in the FWC:

- Temporary suspension from receipt of requests for services: by way of remedy, the FWC Contracting Authority may, amongst others, suspend the Framework Contractor for a given period from receiving any requests for services.
- Any other remedy available to the Contracting Authority under the General Conditions

## 8- ANNEXES

The templates shown in the annexes attached to the Tender Dossier are indicative only and they may be modified by the FWC Contracting Authority during implementation of the FWC.

**Annex 1.-** UfMS Facilities.

**Annex 2.-** Guidelines events external participants cost

**Annex 3.-** Performance rating – template



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Union for the Mediterranean  
الإتحاد من أجل المتوسط

**Annex 4.-** List of events executed period 2018-2021 and 2023-2025.