



Europol Reference:

**Competitive Procedure with negotiation for
Catering and Banqueting Services – 1712/C5/N**

ANNEX 2.4 to Technical Specifications

**External venues and related services
(Service Category IV)
Optional services**

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1. Background information

In order to achieve its objectives and promote its activities, Europol is continuously organising different events, such as conferences, meetings, trainings and external lunches/dinners.

Most of the events are held at the Europol Premises. However, when the requirements exceed the available resources, some events might take place at alternative venues mainly in The Hague, but also in other cities within the Netherlands.

Indicatively, Europol is planning to organise annually an average of 1-5 events outside of its Premises for small and/or large groups up to nearly 400 participants.

The total annual estimated budget for all the events will range between 100.000 € and 120.0000 €.

The provision of services under this Service Category is optional. Tenderers may decide to place an offer for Service Category IV or not. However, offering services under Service Category IV will result in a higher score during the evaluation of the tenderer's technical tender and in a reduction of the total price of the tender during the evaluation of the tenderer's financial tender.

See point 1.5 of the Tender Specifications for Step II and worksheet 5 of the Tender Financial Form (Annex C to the Tender Specifications for Step II) for more information about the evaluation of the Optional Service Category IV.

2. Objectives of the service

Within this Service Category the contractor will be required to act as an intermediary and assist Europol in the selection of external venues for events and in the provision of event-related services. The required event-related services are mainly linked to the organisational and logistical aspects of the events.

Europol will specify in a request for services the specific requirements applicable to the event. However, the main tasks to be provided by the Contractor under this Service Category include the following elements:

- preselection and proposal of suitable external venues for events in The Hague or in other cities in the Netherlands, in accordance with Europol's requirements;
- reservation of selected venues/restaurants on behalf of Europol;
- arrangement of catering/banqueting services for the events, in accordance with Europol's requirements;
- if requested by Europol, renting necessary furniture and equipment, including technical and audio-visual equipment, etc.;
- setting up, decorating, and fitting out rooms;
- arranging contractor personnel and representatives to be present throughout an event;
- provision of local transport services and guided tours;
- any other service related to the events upon request.

The services and supplies listed above are not exhaustive. During the implementation of the contract Europol may require additional services and supplies.

3. Requirements

1.1. Services

a. Venue

The contractor will be required to identify and provide a suitable venue for events (e.g. 4-5 star hotels, congress centres or restaurant). The detailed requirements of the requested venue (such as location, capability, related required services, etc.) will be specified by Europol in the request for services. For instance, the venue must accommodate the expected number of people and must comply with the requested services (catering, audio-visual, etc.) as specified by Europol.

The contractor may be requested to rent boardrooms (small meeting rooms for approximately 15 persons) for Europol staff members usually at the selected venue in order to arrange “side-meetings”.

Unless specified otherwise in a request for services, the contractor shall submit for each event a proposal of at least two (2) suitable venues and include all the details related to each venue as well as all the quotations from the third parties. Upon request from Europol, the Contractor might be asked to present additional options for a specific event.

If requested, the contractor will set up a preparatory site visit for a representative of Europol prior to the selection of the venue. Europol reserves the right not to select any proposed venue if the contractor’s proposals do not fulfil all the requirements specified in the request for services, in particular with regards to any specific security requirements. In this case the contractor will not be entitled to any compensation.

Europol will select the venue that is deemed the most appropriate, following the requirements set for the venue.

Upon signature of a Specific Contract, the contractor shall make the necessary arrangements for the hiring of the venue including all the required related services for the event (reservation, contracting and payment to the third party).

b. Catering

Catering services for the proposed venue should be in principle provided by the contractor. In his/her specific offer, the contractor must indicate if he/she will provide the catering services or if the services will be provided by a third party.

- If the catering services are provided by the contractor, Europol will order the services via a Purchase Order under Service Category III (Banqueting Services).
- If the catering services are not provided by the contractor¹, the contractor shall attach to its offer the quotation/s for catering services of the third party. The services will be provided following the signature of a Specific Contract. Upon

¹ either because the Contractor is not available or does not have the capacity to provide the services or the proposed venue imposes its own catering services provider.

signature of a Specific Contract, the contractor shall make the necessary arrangements for the provision of all the required catering services for the event (reservation, contracting and payment to the third party).

c. Furniture and setting up, decorating and fitting out rooms

If the proposed venue does not offer all the required furniture/decoration, the contractor is required to submit in its specific offer a quotation from a third party for fitting out the rooms according to Europol's requirements.

Upon signature of a Specific Contract, the contractor shall make the necessary arrangements for the provision of all the required services for the event (reservation, contracting and payment to the third party).

The detailed requirements for each event will be specified by Europol in the request for services. Upon request from Europol, the contractor might be asked to present additional quotation/s from different third party service provider/s.

d. Technical equipment and technical assistance

If the proposed venue does not offer the necessary technical (e.g. audio-visual) equipment, the contractor shall be required to submit in its specific offer a quotation from a third party for the provision of the requested equipment and technical assistance.

Upon signature of a Specific Contract, the contractor shall make the necessary arrangements for the provision of all the required services for the event (reservation, contracting and payment to the third party).

e. Other services

If needed, Europol might require in the request for services that the contractor provide other services, such as local transport services, guided tours and other social activities and booking of hotel rooms for participants to a specific event.

The quotations from the third parties for all the requested services shall be included in the contractor's specific offer.

Upon signature of a Specific Contract, the contractor shall make the necessary arrangements for the provision of all the required services for the event (reservation, contracting and payment to the third party).

1.2. Ordering process

- a) The services related to each specific event will be ordered by Europol through Specific Contracts governed by the terms and conditions of the Framework Contract;
- b) By derogation from the above, if the contractor is requested to provide only catering services to the selected venue, the catering services will be ordered by Europol through Purchase Orders governed by the terms and conditions of the Framework Contract;

- c) Europol will submit to the contractor by email a request for services detailing the requirements of the event.
- d) The request for services will specify:
 - The date and timing of the event
 - The maximum number of envisaged participants
 - The details of the venue/s required
 - The maximum quantities of necessary equipment/furniture
 - The detailed catering/banqueting services required according to the draft agenda for the event
 - Other detailed services and equipment required
- e) Unless specified otherwise in the request for services, within 15 working days of a request for services being sent by Europol to the contractor, Europol shall receive back the completed offer, duly signed and dated.
- f) Within 5 working days of a Specific Contract being sent by Europol to the contractor, Europol shall receive back the Specific Contract back, duly signed and dated.
- g) The contractor shall not commit to any third party or pay any third party on behalf of Europol before receiving back the relevant Specific Contract duly signed off by Europol.
- h) The period allowed for the execution of the tasks shall start to run on the date the last party signs the specific contract, unless a different date is indicated on the Specific Contract.
- i) The contractor's specific offer shall include:
 - a proposal of at least two (2)² suitable venues, including all the details related to each venue;
 - For each proposed venue, the contractor shall indicate if the catering services will be provided by the contractor or by a third party. In the latter case, a quotation from the third party shall be included in the contractor's specific offer;
 - A proposal for all the services and supplies to be delivered, including the quotations from any third parties;
 - A detailed budget overview for each proposed venue including all possible detailed costs, and, if necessary, a contingency fee to cover unexpected costs;
 - The contractor's *estimated* administrative fee or mark-up in accordance with the tenderer's financial offer (Financial Tender Form – Annex C)
- j) Following receipt of the contractor's specific offer, Europol will select the venue which is deemed the most appropriate, according to the requirements set in the request for services.
- k) Upon request from Europol, the contractor might be asked to present additional options for a specific venue or to set up preparatory visit/s 'on the spot' for a representative of Europol prior to the selection of the venue. Europol reserves the right not to select any proposed venue if the contractor's proposals do not

² unless specified otherwise in the request for services.

fulfil all the requirements specified in the specific request for services. In this case the contractor will not be entitled to any compensation.

- l) Upon request from Europol, the contractor might be asked to present additional quotation/s from different third party service provider/s.
- m) The actual number of participants attending the event will be confirmed by Europol not later than 72 hours before the start of the event.
- n) The actual quantities of the required technical equipment will be confirmed by Europol not later than 3 working days before the start of the event.

4. Prices, invoicing and payment

The prices of all services and supplies of Service Category IV shall be as follows:

- **All-inclusive** of all costs, directly or indirectly incurred for the selection of the venue and related services as described in section 3 above.
- **Exclusive of VAT.** VAT if applicable shall be shown separately.
- **Exclusive of Management fee and Security Contribution**, as these will be invoiced separately by the contractor to Europol on a monthly basis with the Management Fee and the Security Contribution (see sections 4.4 and 4.5 of the Technical Specifications).

For Service Category IV, the contractor shall submit a request for payment to Europol per event including an invoice as well as any other supporting documentation as specified in the relevant Specific Contract.

The invoice shall include:

- a breakdown and the total amount(s) of the costs actually invoiced by the third parties to the Contractor expressed in NET amounts (exclusive VAT). VAT if applicable shall be shown separately on the invoice,
- the Contractor's mark-up chargeable to Europol, and
- the third parties' invoices as supporting documentation. The third parties' invoices shall not exceed the (total) amounts included in the quotation from the third parties, unless prior written authorisation has been granted by Europol to use any amount(s) of the a contingency fee as indicated in the Specific Contract.

The mark-up shall be as indicated in the tenderer's financial offer (Financial Tender Form – Annex C). However, **the offered mark-up percentage may not exceed 20%**. The following conditions apply to the mark-up:

- be expressed as a fixed percentage of the total NET amount (excluding VAT) *actually* invoiced by the third parties to the contractor under the relevant Specific Contract.
- be fixed for the total duration of the contract (including renewals) and will not be subject to indexation.

Europol will pay the contractor the mark-up for the services provided as well as reimburse the amounts actually invoiced by the third parties within the limits specified above.

Payment will be made by Europol in accordance with Article I-5 of the draft Contract in Annex 3.