



**EUROPEAN COMMISSION**

CONSUMERS, HEALTH, AGRICULTURE AND FOOD EXECUTIVE AGENCY

Promotion of Agricultural Products Unit

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**Call for Tenders CHAFEA/2018/AGRI/01**

**Single Framework Contract for the organisation of events, EU pavilions/stands and promotion actions in third countries**

**TENDER SPECIFICATIONS**

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## 1. INFORMATION ON TENDERING

### 1.1. Purpose of the contract(s)

The Consumers, Food, Agriculture and Food Executive Agency (henceforth "Chafea" or "the Contracting Authority"), acting under the powers delegated by the European Commission (henceforth "the Commission"), is launching this invitation to tender for a single framework contract (hereinafter "FWC") to provide the following services:

- Organisation of high-level business delegations led by the Commissioner for Agriculture and Rural Development or by a high ranking official of DG AGRI to third countries
- Organisation of events (e.g. seminars, conferences),
- Presentation with pavilions/stands at fairs and exhibitions of international importance in third countries
- Organisation of other promotion actions

The main purpose of the framework contract is to provide at short notice services within the context of information provision and promotion measures concerning EU agricultural products ([Promotion of Agriculture Products](#)). The implementation of these measures is managed by the Promotion of Agricultural Products Unit in Chafea who will be the main user of this framework contract. Synoptic presentation about the new promotion of agricultural products policy is available at:

[https://ec.europa.eu/chafea/agri/sites/chafea/files/2017\\_synoptic\\_presentation\\_call.pdf](https://ec.europa.eu/chafea/agri/sites/chafea/files/2017_synoptic_presentation_call.pdf)

The secondary purpose of the framework contract is to promote EU food safety standards worldwide. Within this context, the Framework contract can be used also by the Unit in Chafea responsible for the implementation of the [Better Training for Safer Food initiative \(BTSF\)](#).

The types of services to be provided are further detailed in the Technical Specifications (Section 3).

The **main target groups** are: businesses from the food and beverage sector (importers, distributors, retailers, *Horeca* sector, chefs, sommeliers), key officials in the target countries.

**Other target groups are:** food safety professionals and competent authorities; media (general and specialised), opinion leaders; consumers and other more general target audiences.

### 1.2. FWC procedure and procedure for specific contracts

As a result of the present procurement procedure, Chafea, in accordance with its mandate, will sign single FWC with the awarded contractor.

During the validity of the FWC, Chafea might order services and sign the ensuing specific contracts or order forms.

The ownership of the products and deliverables shall be vested in the Contracting Authority.

The FWC itself is not an order for services and do not constitute a financial commitment. Signature of the FWC does not commit the contracting authority to sign specific contracts and does not give the contractor any exclusive right to the services covered by the contract.

The FWC sets the legal, financial, technical and administrative terms governing relations between the contracting parties during the contract duration. Tenderers may not make modifications or alterations to the model FWC.

The Contracting Authority reserves the right, at any time during the FWC implementation, to cease signing specific contracts or order forms without the contractor having the right to any compensation. No guarantee can be provided as to the total number of specific contracts under this FWC.

### 1.2.1. **Implementation of the single Framework contract**

Following the signature of the FWC, the Contracting Authority may issue specific contracts or order forms depending on the specific needs.

The Contracting Authority will send by e-mail a specific contract with the task description or an order form to the contractor.

The task descriptions will detail inter alia:

- the services to be contracted;
- the duration for the performance of the services;
- the respective reports and deliverables to be delivered within the specified time frame;
- planning and number of meetings between the Contracting Authority and the contractor (if applicable);
- performance indicators (if applicable);
- the payment schedule and terms of payment;
- the value;
- the quantity and the volume of the required services drawn on the basis of the fixed unit prices of the FWCs.

Within **7 working days**, the contractor must send:

- (a) the specific contract or the order form back to the Contracting Authority signed and dated; or
- (b) an explanation of why it cannot accept the order (if applicable).

If the contractor repeatedly refuses to sign specific contracts/order forms or repeatedly fails to send them back on time, the contractor may be considered in breach of its obligations under this FWC as set out in Article II.18.1 (c).

### **1.3. Participation in the tendering procedure, access to market, geographical scope**

Participation in this procurement procedure is open on equal terms to all natural and legal persons coming within the scope of the Treaties, as well as to international organisations.

It is also open to all natural and legal persons established in a third country which has a special agreement with the European Union in the field of public procurement on the conditions laid down in that agreement. In particular, procurement procedures launched by the Executive Agency are open to the EEA countries<sup>1</sup> and countries under the Stabilisation and Association Agreements<sup>2</sup>.

This Framework contract is not open to economic operators established in countries covered by the Agreement on Government Procurement (GPA) concluded within the World Trade Organisation, as the EU Executive Agencies are not signatories of the Agreement.

#### For British tenderers:

Please be aware that after the UK's withdrawal from the EU, the rules of access to EU procurement procedures of economic operators established in third countries will apply to candidates or tenderers from the UK depending on the outcome of the negotiations. In case such access is not provided by legal provisions in force candidates or tenderers from the UK could be rejected from the procurement procedure.

The rules of access to the market apply to all joint tenderers but do not apply to subcontractors.

#### Geographical scope

The geographic coverage of the FWC will include countries outside the European Union. For the purpose of this contract, the countries are organised in the following country zones:

**Country zone 1** comprising countries from Northern America, Oceania, Eastern Asia (except China and Mongolia), Northern and Western Europe (non-EU Member States)<sup>3</sup>

**Country zone 2** comprising countries from Latin America and the Caribbean

**Country zone 3** comprising countries from Africa (Northern, Sub-Saharan, Eastern, Middle, Southern, Western)

**Country zone 4** comprising countries from Central and Western Asia

**Country zone 5** comprising countries from Southern and South-Eastern Asia, China and Mongolia

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<sup>1</sup> Iceland, Norway and Liechtenstein

<sup>2</sup> FYROM, Albania, Montenegro, Serbia, Bosnia and Herzegovina, Kosovo.

<sup>3</sup> UK to be considered in this country zone after its effective withdrawal from the EU.

**Country zone 6** comprising countries from Eastern and Southern Europe (non-EU Member States)

For reference about the composition of the country zones, please refer to the UN classification at: <https://unstats.un.org/unsd/methodology/m49/>

#### **1.4. Contractual Conditions**

The tenderer should bear in mind the provisions of the draft Framework contract, which specifies the rights and obligations of the contractor, particularly those on payments, performance of the contract, confidentiality, and checks and audits.

It is noted that signing a FWC does not commit the Contracting Authority to purchasing but merely seeks to lay down the legal, financial, technical and administrative provisions governing the relations between the contracting parties during the period of validity of the contract. It will, however, be binding on the parties as regards the price, the basic terms under which the contract is carried out, the nature of the tasks and the duration of the contract. Orders of work may be placed solely on the basis of specific contracts in accordance with the provisions of the draft FWC and the procedure described in Section 1.2.1 of the present tender specifications.

#### **1.5. Compliance with Applicable Law**

The tender must comply with applicable environmental, social and labour law obligations established by Union law, national legislation, collective agreements or the international environmental, social and labour conventions listed in Annex X to Directive 2014/24/EU<sup>4</sup>.

#### **1.6. Joint Tenders**

A joint tender is a situation where a tender is submitted by a group of economic operators (natural or legal persons). Joint tenders may include subcontractors in addition to the members of the group.

In case of joint tender, all members of the group assume joint and several liability towards the Contracting Authority for the performance of the contract as a whole, i.e. both financial and operational liability. Nevertheless, tenderers must designate one of the economic operators as a single point of contact for the Contracting Authority (the leader). The leader shall be authorised to submit the tender on behalf of the group and act on behalf of its members in connection with the tender.

After the award, the Contracting Authority will sign the contract either with all members of the group, or with the leader on behalf of all members of the group, authorised by the other members via powers of attorney.

In this case, each participating economic operator shall accept and comply with the terms and conditions set out in the tender specifications and in the contract.

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<sup>4</sup> Directive 2014/24/EU of the European Parliament and of the Council of 26 February 2014 on public procurement and repealing Directive 2004/18/EC (OJ L 94, 28.3.2014, p. 65).

The tender must identify the participating operators (members) by filling in the relevant points of Annex Ia (tender submission form). The tender shall clearly specify the role and tasks of each member within the tender.

The contracting authority may not demand that group of economic operators have a given legal form in order to be allowed to submit a tender. However, the selected group awarded to sign a contract may be required to adopt a given legal form before the contract is signed, if this change is necessary to the proper performance of the contract.

For information on how the exclusion, selection and award criteria are applied to joint tenders (with or without subcontracting) please refer to section 4 of the tender specifications.

### **1.7. Subcontracting**

Subcontracting is permitted but the contractor will retain full liability towards the Contracting Authority for performance of the contract as a whole. The Contracting Authority will not have any direct legal commitment with the subcontractor(s).

Tenderers are required to identify the subcontractors whose capacity is necessary to fulfil the selection criteria (hereinafter referred to as "identified subcontractors").

The tender must provide all the necessary information related to the above mentioned subcontractor(s) by filling- in the Annex Ia (identity, role, specific tasks). All identified subcontractors should provide a written statement declaring their undertaking to collaborate with the tenderer (s) in case of award of the contract and the resources that the subcontractor will put at the tenderer (s) disposal (see Annex Ic - letter of intent for subcontractors).

Where the economic operator(s) who submit(s) the offer rely on the capacity of other entities with regard to the criteria relating to economic and financial capacity, the contracting authority may require that the economic operator(s) and those entities are jointly liable for the performance of the contract.

During the execution of the contract, the change of any subcontractor identified in the tender or any additional subcontracting will be subject to prior written approval of the Contracting Authority.

For information on how the exclusion, selection and award criteria are applied to subcontractors please refer to section 4 of the tender specifications.

## **2. REQUIREMENTS AS TO THE TENDER (ER)**

### **2.1. Identification of the tenderer - legal status**

The tender must include a **cover letter** signed by an authorised representative together with the administrative offer (envelope A) of the tender presenting the name of the tenderer (including all entities in case of joint tender) and identified subcontractors, if applicable, as well as the name of the single contact point (leader) in relation to this procedure.

In case of joint tender, the cover letter must be signed either by an authorised representative for each member, or by the leader authorised by the other members with the power of attorney (see Annex Ib).

As evidence, **all tenderers** (including all members of the group in case of joint tender and identified subcontractors if any) shall fill in the data requested in the appropriate PDF Tender submission form (Main form for the tenderer or the Leader, and Sub-form for all the others) and provide all the supporting documents requested for each specific annex. In order to generate the appropriate Sub-forms and Annexes, the tenderer (or the leader in case of joint tender) should follow the technical instructions detailed in the guides (see [http://ec.europa.eu/chafea/common/cft-guides\\_en.html](http://ec.europa.eu/chafea/common/cft-guides_en.html)).

Please note that there are particularities for some of the annexes contained in the PDF Tender submission form:

- Annex Ia (Tender submission form):

**All tenderers** (including all members of the group in case of joint tender and identified subcontractors if any) should fill in the Tenderer's composition and Member detailed information.

Additionally, the tenderer (or the leader in case of joint tender) should fill in and sign the Statement page.

The tenderer (and each member of the group in case of joint tender) must declare whether it is a Small or Medium Size Enterprise in accordance with [Commission Recommendation 2003/361/EC by selecting the relevant option in the Member detailed information part of Annex Ia](#). This information will be used by the contracting authority for statistical purposes only.

- Annex Ib (Power of attorney):

In case of Joint Tender, all members of the group should provide the Power of attorney document counter-signed by the leader of the Joint Tender (see point 1.5 of the present tender specifications).

- Annex Ic (Letter of intent):

Subcontractors that are identified in the tender must provide the letter of intent signed by an authorised representative (see point 1.6 of the present tender specifications).

- Annex IIa / IIb / IIc (Legal entity form) - the link to access the forms is included in the PDF Tender Submission Form

The tenderer (and each member of the group in case of joint tender) must provide a signed Legal Entity Form with its supporting evidence. No form is required for subcontractors.

Tenderers that are already registered in the Contracting Authority's accounting system (i.e. they have already been direct contractors) must provide the form but are not obliged to provide the supporting evidence.

- Annex III: Financial identification form - the link to access the form is included in the PDF Tender Submission Form

The tenderer (or the leader in case of joint tender) must provide a Financial Identification Form with its supporting documents. Only one form per tender must be submitted. No form is required for subcontractors and other members of the group in case of joint tender.

## 2.2. Structure and Content of the Tender

The tenders must be presented as follows:

### Envelope A: Administrative offer

The administrative offer must include documents issued by the tenderers /members of the joint tender/identified subcontractors and provide information in relation to the identification of the tender, its access to the market and exclusion and selection criteria.

The Administrative offer must include the following documents:

Document to be provided	Form to use (if applicable)	Reference to the Tender specifications' chapter
Cover letter	n.a.	2.1.
Tender submission form	Annex Ia – included in the published PDF form	2.1.
Power of attorney (for members of the Joint Tender)	Annex Ib – included in the published PDF form	1.5. and 2.1
Letters of intent (for subcontractors)	Annex Ib – included in the published PDF form	1.6. and 2.1
Legal entity forms (and its supporting documents)	Annex II – The form is available via a link within the Tender Submission Form that is included in the published PDF form	2.1.
Financial identification form (and its supporting documents)	Annex III – The form is available via a link within the Tender Submission Form that is included in the published PDF form	2.1.
Declaration of Honour on exclusion and selection	Annex IV – included in the published PDF form	4.1 and 4.2
Check-list	Annex VI	

Additional administrative documents should be provided upon request by the successful evaluated tenders. If necessary for the assessment of the tenders, Chafea is reserving the right to request further administrative documents in duly justified cases.

### **Envelope B: Technical offer**

The technical offer must cover all aspects and assignments required in the technical specifications and provide all the information needed to apply the award criteria. More specifically, the technical offer must include a detailed description on how the tenderer(s) are planning to provide the requested service, as defined in the technical specifications covering all aspects and tasks described therein (see section 3 below). The tender should provide all the information needed to appraise the award criteria presented in point 4.3 of the present tender specifications.

Technical offers deviating from the requirements or not covering all requirements may be rejected on the basis of non-compliance with the tender specifications and will not be further evaluated.

Offers that are irrelevant to the subject of the contract, deviate from the (minimum) requirements or do not fulfil all the requirements set out in the Tender Specifications may be rejected on the basis of non-compliance with the tender specifications.

All quotations or information originating from other sources and to which third parties may claim rights have to be clearly marked in the tender (source publication including date and place, creator, number, full title etc.) in a way allowing easy identification.

### **Envelope C: Financial offer**

The price for the tender must be quoted in euro. Tenderers from countries outside the euro zone have to quote their prices in euro. The price quoted may not be revised in line with exchange rate movements. It is for the tenderer to bear the risks or the benefits deriving from any variation.

Prices must be quoted free of all duties, taxes and other charges, including VAT, as the European Union is exempt from such charges under Articles 3 and 4 of the Protocol on the privileges and immunities of the European Union. The amount of VAT may be shown separately.

The quoted price must be a fixed amount which includes all charges (including travel and subsistence).

For the financial offer, the tenderers **must provide:**

- **price list** with fixed unit prices following the template provided in Annex V, Part A to these tender specifications.

Prices must be clearly indicated. They must be inclusive of all expenses directly or indirectly connected with the service provision (contract management, training of contractor's employees, back-up resources, company management, secretariat, social security, salaries, travel and office expenses, etc.).

**Travel and subsistence expenses** for meetings between the contractor and the Contracting Authority will be based on a fixed unit price. They have to be indicated separately in the price list in Annex V, Part A. These meetings will take place either in Brussels or in Luxembourg.

The prices will be binding for the specific contracts/order forms. However, the prices cannot be regarded as an undertaking on the part of the Contracting Authority to sign specific contracts/order forms, nor can they establish any right or legitimate expectation in the mind of the tenderers.

Tenderers can find more explanations on the content of the fixed unit prices listed in Annex V, Part A in the **explanatory notes (see Annexe IX)**.

- a **price offer** calculated on the basis of fixed coefficients introduced within the price lists with fixed unit prices, and drawn according to the template provided in Annex V, Part B. The simulated budget is purely hypothetical and has no bearing on the resultant FWCs. Its purpose is to establish a fair and non-discriminatory basis for comparing the tenderers' financial offers.

**The tenderers must sign each page of the completed financial offer form in Annex V, Part A and Part B. The signature of the financial offer commits the tenderer vis-à-vis the Contracting Authority.**

The **fixed unit prices shall be firm and not subject to revision for the first year** of the FWC's duration. Subject to renewal for each subsequent one-year period, the fixed unit prices may be revised upwards or downwards in line with the provisions of Articles I.5.2 and II.20 of the FWC.

## **TECHNICAL SPECIFICATIONS**

### **3. DESCRIPTION OF THE REQUESTED SERVICE AND DELIVERABLES**

#### **3.1. Overall Project Management**

The contractor shall designate a **Project Director** who will have overall responsibility for the execution of the FWC. The Project Director will have to ensure a back-up in case of any absence or unavailability.

The contractor has to ensure a **continuous project management and quality control** during the performance of the requested services.

It is possible that more than one specific contract is launched simultaneously or short one after the other. This may require extra efforts concerning the coordination of several activities running in parallel, sometimes in different countries or continents. During the implementation of specific contracts/order forms, the contractor may also need to coordinate their activities with other contractors.

They must ensure that all the tasks are performed in an efficient manner so that the requested services are delivered at the required quality level and within the specified timeline.

Within the context of a specific contract, the Project Director or the back-up must be available to respond by phone and email both in CET time and in the target country time, especially during the period of preparation of the requested services.

The contractor will need to interact with a large number of interlocutors and stakeholders, manage a wide variety of tasks, flexibly respond to evolving needs, and be creative and innovative.

The contractor will have to strive for high professional standards, observe the highest ethical standards and facilitate access to information without any discrimination whatsoever.

The contractor will ensure that the team is composed in accordance with the terms of the tender and for the whole duration of the FWC. Where needed, absent or departed expertise or team members shall be replaced.

The Agency reserves the right to request the replacement of any project team member stating its reasons for doing so (see Article II.4.9 of the FWC). In case of replacement of core project team members by the contractor (required in point 4.2.3 of the tender specifications), the contractor has to inform the Agency in writing. The Agency will have to approve in written the proposed replacement if this is compliant with the selection criteria set in point 4.2.3 of the tender specifications.

### **3.2. Description of the tasks**

The purpose of this contract is to provide services for the organisation of events, promotion actions and EU pavilions/stands in third countries.

The services requested will mainly be within the context of the promotion of agricultural products.

The **main activities** to be implemented are:

- **High-level business delegations:**

These are trade visits where a business delegation is led by the Commissioner for Agriculture and Rural Development or by a high ranking official to one or more targeted third countries. The objectives of the action are: facilitating market access, establishing business contacts, and enhancing the image of Union products with media, businesses and consumers in the third country involved. The business delegation is normally composed of around 30-80 senior representatives of European organisations and companies. The duration of the business delegation visits may vary between 3 to 10 days depending on the number of the visited countries/cities during one mission.

A programme of a visit might include the following activities: introductory seminars, a business forum, 'B2B' matchmaking meetings, networking events, retail visits, field visits or others. These activities offer opportunities to the business delegation participants to establish as much as possible relevant contacts in the targeted country/countries and should help to conclude contracts following the visit. The programme is usually complemented by actions in the area of public relations, media, and other promotional activities or events which the contractor can be asked to implement in parallel.

- **Seminars, workshops and other similar events:**

These events can be organised as stand-alone or within the scope of EU pavilions/stands at trade fair or business delegation visits. The purpose of these events is increasing awareness of the merits of the Union agricultural products and of the high standards applicable to the production methods in the Union, increasing of the competitiveness and consumption of the Union agricultural products, and raising their profile.

For example, such events may be organised in order to provide participants with information about specific topic or main policy developments of the EU relations with the country concerned. The topics of the events could be market entry conditions, market research, sanitary and phyto-sanitary issues, customs' procedures, intellectual property rights, EU food safety standards or others.

The events could be of small-scale (such as workshops) or of medium- to large-scale (such as seminars, information sessions, networking events).

The contractor may be requested to support the contracting authority in participating to third party events.

- **EU pavilions/stands at trade fairs in third countries:**

The contractor will have to organise, set-up and animate EU pavilions/stands at major international trade fairs dedicated to products and themes eligible for promotion within the meaning of Article 9 of Regulation (EU) No 1144/2014.

The objectives of this activity are to promote and raise the profile of Union agricultural products, production methods, quality schemes, high quality and safety standards, and to achieve good media coverage and exposure of EU products via animation activities

The EU pavilions/stands can be of **two main types**: an institutional stand or a stand with producers. The Contracting Authority will organise **mainly EU institutional stands**.

The institutional stand will be organised as umbrella stand connecting different EU Member States. When organising an institutional pavilion, it is important to organise it in such a way that it is immediately perceived by visitors as a central pavilion referring to all EU Member States and that it gives high visibility to the European Union.

The stand with producers will consist of individual booths for individual SMEs or trade organisations. In case such stands are requested, the contractor will have to support the Contracting Authority in achieving a balanced representation of EU Member States and products.

- **Other promotion actions:**

The contractor may be requested to perform targeted promotion actions which aim to raise the profile of and awareness about the Union agricultural products. Such actions could be: food tastings, display of EU agricultural products, event sponsorship, tastings at points-of-sale.

The contractor will be required to perform the **tasks** described below within the specific contracts/order forms.

**Additional information about the content of the required tasks is provided in the explanatory notes to the price list (see Annex IX). The tenderers are invited to consult these notes when preparing their technical and financial offers.**

### **Task 1 Preparatory work:**

- **Preparation of business delegation visits:**

This will involve: coordination with Chafea/European Commission, local authorities and other partners in third countries; providing advice on the organisation of the visit and activities based on the local context; attending up to 2 preparatory meetings in Brussels or Luxemburg and drafting minutes; organising and attending video conference calls; defining the programme of activities; conducting field visits to the concerned third country prior to the event to check the facilities and other arrangements; participating in briefing meeting in Brussels with selected applicants ahead of the mission.

- **Preparation of events (seminars, workshops, info sessions and others):**

Tasks to be provided are: developing a concept of the event; providing advice on the organisation of the event; preparing the programme and defining activities; selecting event documentation; attending up to 2 preparatory meetings in Brussels or Luxemburg and drafting minutes; organising and attending video conferences; coordinating event logistics and organisation with Chafea/European Commission/ partners in third countries and other parties involved; researching and proposing key speakers (MEPs, Commissioners, high officials, university representatives, others)

- **Preparation of EU pavilions/stands at trade fairs:**

Tasks to be provided are: coordination with Chafea/European Commission/partners in third countries, national stands/pavilions, Member States' representatives and other parties involved; providing advice on the set-up and animation of the EU pavilions/stands; propose sound concept for the EU pavilion/stand; defining the programme of activities; liaising with the trade fairs' organisers for the renting of space and all organisational aspects for the EU pavilion/stand; inviting participants; selecting and preparing documentation for the fair participation in coordination with Chafea/European Commission, expert speakers; searching and proposing key speakers, moderators, animators, cook chefs; attending up to 2 preparatory meetings in Brussels or Luxemburg and drafting minutes; organising and attending video conferences; visiting the stand area prior to the event; arranging details of participation for all third parties involved concerning technical and logistical issues before, during and after the event.

### **Task 2 Event website and tools:**

This group of tasks may be necessary for the organisation of events within trade fairs or as stand-alone events. Tasks that may be requested are:

- **Create, host, manage and update webpages** or event websites dedicated to the event in one or several languages to be requested by the Contracting Authority; most used will be Drupal technology but other standards are possible; integration of this into existing systems might be requested.
- **Create on-line registration tools** and/or event email address

### **Task 3 Event logistics:**

The contractor will have to ensure all logistical aspects necessary for a smooth event management.

This task may include the following:

- **Group booking of accommodation and flights** between countries/cities of the business delegation visit/event for the expert speakers, members of the business delegation or event participants
- **Cover travel (incl. visa) and accommodation expenses** for the expert speakers and/or event participants
- **Hire vehicles and organise transport** to and from the airport in the third country concerned for the members of the business delegation/event participants, between meeting places, for local excursions as well as separate car(s) for VIP participants

#### **Task 4 Event management:**

The purpose of this group of tasks is to support the Contracting Authority with the organisation and implementation of events. The tasks to be carried out are:

- **Coordinate any logistical aspects** during the business delegation/event with Chafea/European Commission in third countries and with local partners
- Draft and distribute **invitations for the event** approved in advance and coordinated with Chafea/European Commission
- Create **list of invitees** and final attendance list
- **Answer questions, send practical information/reminders** to participants and speakers
- **Manage event participants' and speakers' registration**
- Provide **daily assistance** to the members of the business delegation, incl. information on the programme, logistics, solution of practical problems related to their stay in the third country
- **Assist producers with the delivery of product samples**, incl. checking of import rules in advance, liaising with local import and tax authorities, storing of product samples
- Create **PPT presentations**
- **Collect presentations** of speakers
- **Book and rent event/lunch/dinner facilities** with the necessary equipment, decoration and branding
- **Visit the venue** prior to the event and set-up the event room
- Arrange **working meals and catering services** (e.g. breakfasts, lunches, dinners, receptions, coffee breaks and refreshments, water bottles on tables), ensuring a menu with European GI products
- Ensure **technical and logistical support** before, during and after the event
- Hire and brief **hosts/hostesses/animations** proficient in English and the languages of the third country concerned
- Hire and brief **speakers, cooks/chefs, moderators, photographers, VIPs** to act as campaign "ambassadors"
- Ensure **interpretation of the highest standard** from English in the official language(s) of the third country concerned and vice-versa

- Prepare **participants' packs** and assembling them for the event
- Deliver and distribute **information and promotional items** at the event venues
- **Produce event proceedings:** produce minutes of the visit/event; publish the proceedings and conclusions of the visit/event electronically (CD-ROM, DVD, etc.); adapt to digital support; create and duplicate offline multimedia products
- **Disseminate** event proceedings, results, presentations on-line or offline
- Provide **photography, audio recording, filming and editing, web-streaming** services
- **Organise meetings around the business delegation visit** such as: meetings with importers, distributors and other professional buyers ("B2B matchmaking" meetings), including presentation and tasting of products, retail visits, field visits, introductory seminar, business forums, working breakfasts with the Commissioner, meetings with national authorities, seminars, briefing/information sessions ahead of the visit on doing business in the concerned third country and cultural aspects, cultural activities, etc.
- **Organise promotion and public relations events** such as: events' sponsorship (cultural, sports or other events); point-of-sales activities; display of EU agricultural products in the third country concerned or others
- **Support the participation to third party events:** identify high visibility events; provide support to the Contracting Authority with the logistical and technical coordination, before, during and after the event.

#### **Task 5 Organisation of EU Pavilions/stands at fairs:**

Inter-alia, the contractor will have to provide the following services:

- **Create, design and brand the pavilions/stands:** creating the concept, designing a new stand; branding (banners, wall branding) in local language (translation from EN to another language) or re-branding of existing stands, producing the stands; adapting existing stands to different stand size, stand orientation etc.
- **Design the stand visuals:** creating visual elements in different formats, adapting existing stand visuals; creating of stand slogan and other texts
- **Develop and organise stand animation programme:** arranging the animation activities (permanent and non-permanent content); coordinating with Chafea/European Commission, local partners, Member States' representatives; coordinating with fairs' organisers; organising activities on the stand: e.g. display of products, tastings, presentations, cooking demonstrations/classes, games/quizzes; hiring and briefing of hosts/hostesses proficient in English and the language of the country concerned; hiring and briefing of speakers, cooks/chefs, moderators, photographers, interpreters, VIPs to act as campaign "ambassadors" distributing advertising gifts, promotion samples, information materials; providing food, tasting, cooking and animation equipment

- Create and produce booths for producers
- Design and produce **promotional displays** such as: nomadic curved pop-up stands, display quick system for banners, roll-ups, foldable pop-up stands, others
- Provide **logistics and technical equipment/services, on-site stand management**: renting the required space and coordinating with fair organisers; setting-up the EU pavilion/stand (incl. assembling and dismantling the stand; coordinating with local stand's constructor); providing and renting standard equipment for the EU pavilion/stand as well as ensuring fair-related services such as water, electricity, cleaning, security, internet connection, others; ensuring technical and logistical support before, during and after the fair
- Organise necessary **catering services** (organisation of cocktails, receptions, basic catering for staff at the stand)
- Ensure **storage of stands and stand material**
- **Assist producers** with the **organisation, transport, delivery and storage of product samples** (mostly food samples), incl. checking of import rules in advance, liaising with local import and tax authorities
- Ensure **on-stand interpretation services** from English in the official language(s) of the country concerned and vice-versa

### **Task 6 Information and promotional materials:**

The specific contracts/order forms may require different information and promotional materials to support the visits, events or fairs. The materials will have to be in line with the event branding.

When producing the required information/promotional materials, the contractor will observe the graphic guidelines for the EU emblem<sup>5</sup> and the existing (or future) European Commission visual identity<sup>6</sup>. For the items produced within the promotion of agricultural products, the signature "*Enjoy! It's from Europe*"<sup>7</sup> shall be used as well. The contractor may have to use other specific visual elements of the other programmes implemented by Chafea.

This task may include inter-alia:

- Create an **event branding and signposting**
- Adapt **key messages** to the target country or audience of the visit/event/fair: This task shall include research, preparing concept of the messages and consulting them with Chafea/EC/EU Delegations' staff.

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<sup>5</sup> <http://publications.europa.eu/code/en/en-5000100.htm>

<sup>6</sup> [https://ec.europa.eu/info/resources-partners/european-commission-visual-identity\\_en](https://ec.europa.eu/info/resources-partners/european-commission-visual-identity_en)

<sup>7</sup> [https://ec.europa.eu/agriculture/promotion/procedure/enjoy-instructions\\_en](https://ec.europa.eu/agriculture/promotion/procedure/enjoy-instructions_en)

- **Design, draft and produce information materials** in English and/or in the language of the third country concerned such as: travel kits, event guides, brochures, leaflets, presentations, producers' catalogues, name badges, others
- **Design and produce promotional materials** such as: advertising posters, roll-out banners, event backdrops, information signs for tables, notepads, large format photos, promotional or event gadgets
- Produce **protocol gifts**
- **Translate** information materials into another language, **edit** and **proof-read**
- **Print** events' information materials and visual materials in requested quantities and deliver or store until the visit/event/fair

### **Task 7 Communication services:**

The purpose of this task is to provide communication services that ensure maximum visibility or awareness of the visit/event/fair vis-à-vis the key audiences. They can include the use of different channels and tools such as internet, social media or other on line activities, banners, advertising, press relations.

The contractor will be expected to deliver the following services:

- Draft and disseminate **press releases** in relation to the activities of the business delegation
- Write **content for journalists** in English or in another requested language
- Write **advertorials** in English or in another requested language
- **Work with journalists and bloggers:** follow-up with journalists, recruiting and briefing bloggers
- Compile and feed **databases** of journalists, bloggers, business operators, key officials, opinion leaders
- Establish **media partnerships**
- Organise **interviews** with different target groups
- Organise **press conferences** and draft relevant materials (agenda, invitation, press kits)
- Produce **videos** or **news' packages**
- Provide **subtitling** and **dubbing** in another language version
- Coordinate the **production of TV/radio programmes** by TV/radio stations
- **Distribute video/audio material** to different channels (TV/radio stations, on-line, etc.)
- Produce **media coverage reports, press clippings**
- **Media buying**
- Draft **social media content** in English or in another requested language to be processed by EU Delegation and/or DG AGRI

## **Task 8 Evaluation and follow-up of the visits, events, fair participation**

This task shall ensure a timely evaluation of the impact and results achieved from the events, business delegation visits or fairs' participation.

The task includes preparing, collecting and analysing participants' feedback and satisfaction using the appropriate tools (questionnaires, online tools, etc.) after the event/visit/fair and at later stage, if necessary. The following tasks may be requested:

- Conduct **on-line surveys** with participants (external and internal in the case of business delegation visits): drafting the survey questions; consulting with Chafea/EC staff; setting-up the on-line tool; sending the survey and following-up with participants; analysing feedback from survey participants
- Draft **on-line survey report** (text, charts, visuals), create **layout** of the report; produce presentation with main findings of the survey
- Prepare **reports describing the services delivered and results achieved** from the event, business delegation visit or fair, and provide **recommendations**: drafting the report in English; layout of the report. Within the reports concerning the business delegation visits, the contractor will have to provide the Contracting Authority with a selection of top 10 contacts per country which could be approached for study visits to the EU Member States. This information will be shared with the contractor responsible for organising the respective study visits under another contract

### **Supplementary services (Art. 122(2) RAP):**

Specific contracts shall be established on the basis of the unit prices indicated in the offer (Annex II to the FWC). However, the Contracting Authority may request the contractor to propose supplementary services of the same type as those listed in the offer (Annex II to the FWC). The supplementary elements may not depart from the essential terms fixed in the Framework contract and may be requested only if they are absolutely necessary for the execution of the request for services. Supplementary elements will be ordered on the basis of a quote provided by the contractor which shall require prior approval by the Contracting Authority.

Examples for such similar services which are only indicative could be: organisation of specific type of meeting/event; design and production of specific information or promotional material (e.g. different type, different format); specific promotion action at event or fair.

### **Annual indicative planning:**

The planning below is only indicative and it cannot be binding for the Contracting Authority.

Overall the following activities may be requested over the **period of one year**:

- Organisation of 3-4 business delegation visits with all the accompanying meetings and activities

- Organisation of 2-3 participation at trade fairs together with events during the trade fair (e.g. seminars, workshops)
- Organising 5-10 stand-alone events (e.g. seminars, conferences, workshops)
- Organising 5-10 promotion actions (e.g. tastings at points-of-sale, display of products)

### **3.3. Meetings with the contractor of the Framework Contract**

The Contracting Authority will organise a kick-off meeting with the contractor awarded with FWC. The aim of the meeting will be to present the main provisions of the FWCs and the procedure for their implementation. The kick-off meeting will be organised in Luxembourg shortly after the entry into force of the FWCs.

Supplementary meetings (e.g. annual meetings with the contractor, mid-term review meetings, coordination meetings) may be convened in Luxembourg or Brussels on request by the Contracting Authority.

The expenses for participation in the meetings listed above shall be borne by the contractor.

### **3.4. Meetings with the contractor of the specific contracts**

A kick-off meeting might be requested in the specific contracts or order forms. It will be organised in Brussels or Luxembourg at the start of the performance of each specific contract. The aim will be to settle details concerning the implementation of the respective contract and the work plan.

Other meetings that could be organised during the implementation of the specific contracts are progress meetings, coordination meetings, etc.

When required, phone conference calls or video conference calls can be scheduled or organised during the implementation of a given specific contract.

The exact number and location of meetings will be defined in the order for services.

Documents relevant to a particular meeting must be made available 3 working days before the meeting. The preparation of the minutes of each meeting will be the responsibility of the contractor and will be made available to the contracting authority for acceptance within 3 working days following the meeting. They must be kept concise and concentrate on major decisions and on the list of action points.

As required, phone conference calls or video conference calls will be scheduled and organised by the contractor during the implementation of a given specific contract.

Prior to each of these conference calls the contractor will submit to the contracting authority a brief summary of any specific points that need to be discussed. The contractor will have to provide with a short summary of the exchanges after each conference call.

### **3.5. Estimated value of the purchase**

The **estimated maximum amount** for the implementation of the FWC is **EUR 22.000.000, including all charges and expenses**. The estimated total value of the FWC will be used as maximum ceiling of the FWC. No contract offer above this amount will be considered. This amount includes all possible renewals and margins for indexation.

The contracting authority may exceptionally use a negotiated procedure without prior publication of a contract notice for repetition of similar services with the same contractor on the basis of provisions of Art. 134(1)(e) RAP. The new services cannot account for more than 50% of the initial contract amount. This procedure can be used to increase the ceiling of the FWC, e.g. if the FWC is used faster than initially assumed. This procedure may only be used within the first three years following the FWC's signature.

### **3.6. Duration of the framework contract**

The framework contract will be concluded for an initial period of **24 months**. The contract may be automatically renewed up to **1 time** for **further 24 months** under the same conditions, unless written notification to the contrary is sent by one of the contracting parties by registered mail and received by the other not later than **2 months** before its expiry.

The total duration of the Framework contract shall not exceed 4 years.

The execution of the tasks shall not start before the specific contract has been signed by both parties. The period of execution of the tasks may be extended only with the written agreement of the contracting parties, before the end of the period originally stated in the specific contract. The FWC shall continue to apply to specific contracts executed after the FWC expires. The service under such specific contract shall be provided within 6 months after the expiry of the FWC.

### **3.7. Variants**

N/A

### **3.8. Reporting and deliverable requirements**

In general terms, the contractor will be requested to deliver Interim Progress Reports and Final Reports. These reports and any deliverables required in the specific contract/order form may be linked to contractual payments.

Reporting and deliverable requirements, including timeline for delivery, will be defined in each specific contract/order form.

#### **3.8.1. Content and references**

The reports must be drafted in English and sent to the Contracting Authority in one (1) hard copy and in electronic format.

They shall be written and/or proofread by an English native speaker.

**Interim Progress Report(s):** The Interim Progress Report(s) shall describe the work carried out in the reporting period, the methods applied, problems encountered and solutions found, recommendations and the work plan for the following period.

The timing and the number of the Interim Progress Report(s) shall be defined in the specific contract/order form depending on the specific requirements and their duration.

**Final Report:** The Final Report shall describe the work carried out during the specific contract/order form duration, methods applied, results obtained (quantitative and qualitative), problems encountered and solutions found, conclusions and any recommendations for future actions. Depending on the type of the services requested, the Final Report may contain an executive summary of the main results obtained (2 pages max).

The data in the above reports shall be presented in accessible layout, containing tables as well as appropriate graphics if useful.

All reports shall have numbered pages and a clear identification, containing:

- the specific contract/order form number (not the call number),
- the version (draft, revision or final) and
- the date.

The formal reports/deliverables (if applicable) shall contain the following disclaimer in English:

*“This report/deliverable was produced under EU Regulation No 1144/201 on information provision and promotion measures concerning agricultural products implemented in the internal market and in third countries), under a service contract with the (insert the name of the Contracting Authority: e.g. Consumers, Health, Agriculture and Food Executive Agency (Chafea) acting under the mandate from the European Commission). The information and views set out in this [report/deliverable] are those of the author(s) and do not necessarily reflect the official opinion of the Commission/ Executive Agency. The Commission/Executive Agency do not guarantee the accuracy of the data included in this report/deliverable. Neither the Commission /Executive Agency nor any person acting on the Commission’s / Executive Agency’s behalf may be held responsible for the use which may be made of the information contained therein.”*

If the report/deliverable is to be published by the Contracting Authority, then it shall contain **Publishable executive summary**. The Publishable executive summary must be provided in English and must include:

- specific identifiers which must be incorporated on the cover page provided by the Contracting Authority;
- the disclaimer as prescribed above.

### 3.8.2. Requirements for publication on Internet

The Commission/ Executive Agency is committed to making online information as accessible as possible to the largest possible number of users including those with visual, auditory, cognitive or physical disabilities, and those not having the latest technologies. The Commission supports the Web Content Accessibility Guidelines 2.0 of the W3C.

For full details on the Commission policy on accessibility for information providers, see: [http://ec.europa.eu/ipg/standards/accessibility/index\\_en.htm](http://ec.europa.eu/ipg/standards/accessibility/index_en.htm)

For the publishable versions of the report/deliverable and executive summary, the contractor must respect the W3C guidelines for accessible pdf documents as provided at: <http://www.w3.org/WAI/>.

### 3.8.3. Graphic requirements

The contractor must deliver the reports and all publishable deliverables in full compliance with the corporate visual identity of the European Commission, by applying the graphic rules set out in the European Commission's Visual Identity Manual, including its logo. The graphic rules, the Manual and further information are available at:

[http://ec.europa.eu/dgs/communication/services/visual\\_identity/index\\_en.htm](http://ec.europa.eu/dgs/communication/services/visual_identity/index_en.htm)

For reports and deliverables produced within the promotion of agricultural products, the signature "*Enjoy! It's from Europe*" shall be used as well.

The contractor may have to use other specific visual elements on instructions by the Contracting Authority.

A **simple Word template** will be provided to the contractor after contracts' signature. The contractor must fill in the cover page in accordance with the instructions provided in the template. The use of templates for the reports/deliverables is exclusive to European Commission's/Chafea's contractor. No template will be provided to tenderers while preparing their tenders.

### 3.8.4. Procedure and timeline for reporting

All reports/deliverables shall be submitted in accordance with the timeframe indicated in the specific contract/order form.

After reception of the respective **report/deliverable linked to payments**, the Contracting Authority will then either inform the contractor that it approves the report/deliverable or that it will send them its comments within 30 calendar days.

Within 20 calendar days of receiving such comments, the Contractor will send the Contracting Authority their revised report/deliverable, which will either take into account the comments or put forward alternative points of view.

In the absence of any comments from the Contracting Authority within 20 calendar days of receiving the report/deliverable linked to payment, the contractor may request written acceptance of it.

The report/deliverable will be deemed to have been approved by the Contracting Authority if it does not expressly inform the contractor of any comments within 30 calendar days of their request.

For **reports/deliverables which are not linked to payments**, the Contracting Authority will provide the contractor with comments within maximum 10 calendar days. The contractor will have to provide a revised version within maximum 7 calendar days. However, depending on the complexity of the report/deliverable different timeline for

providing comments and revisions may be agreed during the implementation of the specific contract/order form.

As mentioned earlier, the contractor are expected to deliver high quality reports/deliverables: written in high quality English; providing with clear, concrete and correct information. As a norm, up to 2 rounds of revisions are acceptable. If more rounds of revisions are necessary, the quality of the report/deliverable may be considered insufficient. In such cases, the Contracting Authority may reduce payments in proportion to the scale of the unperformed obligations (see Article II.1.9 of the Model Framework Contract).

### **3.9. Hand-over requirements**

The contractor shall contribute to a complete, timely and smooth handover of the service to the contracting authority before the expiry or the termination of the FWC contract.

The handover process will start at the latest 2 months before the expiry or the termination of the on-going duration of the FWC.

On request by the contracting authority, the contractor shall prepare a hand-over plan. This will describe the main tasks the contractor considers necessary for a successful handover, as well as, a comprehensive list of all documentation and components they comprise. The hand-over plan shall be established in full compliance of the FWC provisions (particularly Articles I.10, II.9, II.13).

During the handover period the contractor shall ensure the transfer of the following deliverables (non-exhaustive list):

- Source files of all promotional materials/messages in all languages, web adverts, related social media accounts, videos, others;
- Databases with event participants;
- Software application systems, backups and all data that have been managed, further developed or newly developed under the contract, including the last version of the source code;
- A package allowing reproducing the complete operational environment (with anonymised data and optionally without data) in the environment of the contracting authority;
- Databases with images/pictures;
- All relevant documentation and work procedures;
- Any confidential data in physical files (paper or electronic) that has been provided to it or has otherwise come into possession of it during execution of the work;
- A statement stating the respect of confidentiality for the period as defined in the FWC (Article II.8 of the FWC).

Apart from those deliverables the contractor will destroy, if relevant, any security critical information and piece of software that was provided/used during the execution of the

contract. This may include sensitive information, passwords, encryption keys, personal data of people involved in the project, firewall and router configuration files, etc.

The handover period may include physical meeting in Luxembourg with the contracting authority. Conference calls may be also organised with the contracting authority.

The handover shall include preparation of a handover report, describing the work carried out and problems encountered, and proposing possible improvements. The handover report shall be delivered within five (5) working days after the termination of the handover process.

### **3.10. Intellectual property rights**

The ownership of the results and of all deliverables produced in the context of the FWCs is of the Contracting Authority. Further details on the exploitation of the results of the FWCs and the ownership of the results and intellectual and industrial property rights are provided in Articles I.10, and II.13 of the model FWCs.

The contractor must ensure that all intellectual property rights are cleared.

### **3.11. Data protection**

#### **3.11.1. General issues**

Submission of a tender implies acceptance of all the data protection terms specified in the present specifications, the tender documents and in particular in the attached model contract.

All the offers received by the Agency will be treated confidentially. Processing of personal data is subject to the provisions of Article II.9 of the General conditions of the model Framework contract. More information about data protection in procurement procedures can be found on the following website: [http://ec.europa.eu/chafea/about/data\\_protection.html](http://ec.europa.eu/chafea/about/data_protection.html)

Within the duration of the FWCs, the contractor shall ensure safe handling and storage of all data necessary for the implementation. The data will be stored by the contractor and may be consulted by the Agency and the European Commission.

#### **3.11.2. Obligations of the parties concerning data protection**

##### Contractor:

The contractor shall act as data processor of personal data within the meaning of Article 2 (e) of [Regulation 45/2001](#) which means that personal data are processed on behalf of the data controller (Chafea).<sup>8</sup>

The contractor shall act only on written instructions from the Agency and/or the European Commission with regard to processing personal data under the FWC. The

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<sup>8</sup> Regulation 45/2001, currently in force will soon be replaced by a new Regulation (currently "Proposal for a Regulation (COM(2017) 8 final) applicable to EU Institutions. Under the new Regulation, the contractor, acting as processor shall have increased responsibilities and must ensure that in case of use of sub-processors, the same data protection obligations apply to subcontractors as to processors.

contractor shall ask in writing for the approval of the Agency before starting any kind of personal data processing operation within the meaning of Article 2(b) of Regulation 45/2001. The contractor shall inform the Agency if it receives any kind of request from a data subject concerning any data processing operation carried out by the contractor.

The contractor undertakes to inform the Chafea in writing as soon as it becomes aware or any actual or potential risks and data breaches. The contractor must apply all necessary organisational and technical measures to ensure the confidentiality, safety, security and integrity of the data processed<sup>9</sup>.

After the end of the FWC duration and the hand-over of the deliverables, the contractor are obliged to transfer all personal data to the Agency, delete all personal data that have been collected/stored during the implementation of the FWC from their databases or stored in any other kind of format.

The contractor shall send to the Agency before the final payment of the last specific contract/order form is executed, a written statement and any available documentation proving that all personal data that have been collected and stored have been irreversibly deleted from any database digitalised or non-digitalised used within the implementation of the FWC.

#### Agency/European Commission:

Following the end of the duration of the last specific contract/order form signed within the duration of the FWC, the Contracting Authority will store the collected data for a period of maximum 5 years e.g. for statistical purposes or for further use in events, communication actions or others. If the collected data is to be used for longer periods, a new consent shall be obtained from the data owners.

The detailed description of the data and further requirements concerning the data processing operation will be laid down in the respective specific contract/order form.

### **3.11.3. Personal data of event participants**

When registering for an event, personal data of the participants will be collected and processed by the contractor, acting as processor on behalf of Chafea. The personal data collected from the event participants shall be compiled in a database and passed to the Contracting Authority who may decide to transfer the data to third parties.

On request of the Contracting Authority, the contractor shall be able to share this data with other stakeholders (e.g. EU Member States, local authorities, other contractors implementing contracts of the Contracting Authority) who may organise a promotional event with buyers or other stakeholders. To be able to do this, the contractor must seek consent from the event participants through a signed privacy statement or a disclaimer.

The content of the privacy statement and any necessary disclaimers will be agreed with the Contracting Authority after the signature of the FWC. The privacy statement shall contain the following information:

- identity of the controller;

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<sup>9</sup> Article 21 and 22 of Regulation 45/2001.

- purpose of the data processing operation;
- type of data to be processed, as defined in the Requests for Services;
- the recipients or categories of recipients of the data;
- means of access to the data of the staff of the contractor (only to the necessary extent – on a need-to-know basis and only to those directly dealing with the FWC – and in the Contracting Authority (only to the necessary extent and only to those directly dealing with the FWC));
- data retention periods;
- any other information that is necessary to guarantee the lawfulness of the processing pursuant to Regulation 45/001.

### **3.12. Specific contract terms and provisions**

#### **3.12.1. Reimbursement of expenses**

The tenderers shall note that the only expenses that may be reimbursed in the specific contracts/order forms are the following: renting a non-standard event facility; hiring and briefing of VIPs as campaign ambassadors; sponsorship fees for communication actions; supermarket fees for communication actions; renting of stand space; renting of stand locally; stand-related services provided by fair organiser(s); media buying; purchase of images, photos; database fees.

The expenses will be reimbursed according to the provisions in Articles I.5.3 and II.22.1 of the model FWCs.

If applicable, the maximum reimbursable expenses shall be included in the maximum amount covering all services to be provided under the specific contract /total price of the order form.

#### **3.12.2. Use of Contingency budget**

In order to accommodate specific needs which can only be identified during the execution of the specific contract, a contingency budget of up to **10% of the price payable under the respective specific contract and the reimbursable expenses**, may be included in **the maximum amount covering all services to be provided under the specific contract**. This amount shall be shown separately in the financial offer to the specific contract.

The contingency budget may be used on request by the Contracting Authority and by the contractor. In both cases, the requesting party must inform immediately the other party in written when a need to use the contingency budget occurs during the implementation of the specific contract. The requesting party shall indicate the services/items/quantities that will be covered within the contingency budget. In case the use of the contingency budget is requested by the contractor, the Contracting Authority may agree or refuse in written. Nevertheless, the Contracting Authority is not bound to use the contingency budget.

## **4. EVALUATION OF TENDER(ER)S AND AWARD**

The evaluation is based solely on the information provided in the submitted tender, after access to the market is verified. It involves the following:

- Verification of non-exclusion of tenderers on the basis of the exclusion criteria
- Selection of tenderers on the basis of selection criteria
- Verification of compliance with the minimum requirements set out in the tender specifications
- Evaluation of tenders on the basis of the award criteria.

The contracting authority may reject abnormally low tenders, in particular if it established that the tenderer or an identified subcontractor does not comply with applicable obligations in the fields of environmental, social and labour law.

The successful tenderer must pass all criteria in order to be awarded the contract.

#### **4.1. Verification of non - exclusion and evidence**

All tenderers must provide a declaration on honour (Annex IV), signed and dated by their authorised representative, stating that they are not in one of the situations of exclusion listed in the declaration on honour as part of the tender. Annex IV is part of the tender submission form and must be included in Envelope A (as part of the Administrative offer).

In case of a **joint tender**, each member of the group must provide a declaration on honour signed by its authorised representative, as exclusion criteria apply separately to each legal entity of the group.

In case of identified **subcontractors**, whose capacity is necessary to fulfil the selection criteria or **whose estimated share of the contract is above 10 %** of the maximum ceiling of the framework contract must provide a declaration on honour signed by their authorised representative. These declarations should also be included in the tender.

Upon request of the contracting authority, the **successfully evaluated tenderer** shall provide the documents mentioned as supporting evidence in the declaration on honour before signature of the contract, within a deadline set by the contracting authority. This requirement applies to each member of the group in case of joint tender and to identified subcontractors whose capacity is necessary to fulfil the selection criteria or whose **estimated share of the contract is above 10 %** of the maximum ceiling of the framework contract.

The obligation to submit supporting evidence **does not** apply to international organisations.

A tenderer (or a member of the group in case of joint tender, or a subcontractor if applicable) is not required to submit the documentary evidence if it has already been submitted for another procurement procedure and provided the documents were issued not more than one year before the date of their request by the contracting authority and are still valid at that date. In such cases, the tenderer must declare on its honour that the documentary evidence has already been provided in a previous procurement procedure, indicate the reference of the procedure and confirm that there has been no change in its situation.

A tenderer (or a member of the group in case of joint tender, or an identified subcontractor) is not required to submit a specific document if the contracting authority

can access the document in question on a national database free of charge. In such a case the tenderer shall inform the contracting authority how the said document can be accessed the national database.

#### 4.2. Verification of selection criteria and evidence

The purpose of the selection criteria is to determine whether the tenderer has the capacity to implement the contract. Aspects of this capacity include the economic and financial capacity and the technical and professional capacity. The compliance with the selection criteria is confirmed a priori, through the assessment of the declaration of honour on exclusion and selection criteria (Annex IV).

Each selection criterion consists of three elements: (i) the criterion itself, (ii) a minimum level/minimum requirement and (iii) the supporting documents. The selection criteria *are not scored* by the contracting authority. They are subject to a pass or fail assessment.

##### 4.2.1. *Legal and Regulatory capacity*

N/A

##### 4.2.2. *Economic and Financial capacity*

The tenderer must have the necessary economic and financial capacity to perform this contract until its end.

The tenderers must demonstrate adequate levels of:

- turnover and/or other operating income
- liquidity: capable of covering its short-term commitments;
- solvency: capable of covering its medium and long-term commitments;

In order to prove their capacity, **both criteria** listed below must be met by the tenderer or at least by one of the tenderer's members in case of a joint tender.

**Criterion 1:** The sum of turnover and/or other operating income for each of the last two closed financial years are above EUR 5,850,000 EUR.

**Criterion 2:** The indicators of liquidity and solvency have a result "acceptable" after their assessment as detailed below.

In case the tender includes subcontractors, criteria 1 and 2 will be evaluated for subcontractors only to the extent that subcontracting may allow the tenderer (s) to meet the above mentioned criteria (so called identified subcontractors).

The tenderer(s)' and identified subcontractors' (if necessary) liquidity and solvency ratios demonstrating its economic and financial capacity shall be calculated as follows:

Purpose	Indicators	Ratios
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Liquidity	Current Ratio <sup>[1]</sup>	$\frac{\text{Current Assets (3)}^{[2]}}{\text{Trade and Other Debts (6)}}$
Solvency	Financial Autonomy Ratio <sup>[3]</sup>	$\frac{\text{Capital and Reserves (4)}}{\text{Total Liabilities (4 + 5 + 6)}}$

**Thresholds:**

According to the results obtained for each of the abovementioned ratios, the following marks are given:

Purpose	Indicators	Weak	Acceptable
Liquidity	Current Ratio	$i < 1,00$	$1,00 \leq i$
Solvency	Financial Autonomy Ratio	$i < 0,20$	$0,20 \leq i$

**Evidence:**

The tenderers shall provide the evidence on the above criteria by submitting:

- Copy of the **profit and loss accounts and balance sheet** or extracts of balance sheet for the last two years for which accounts have been closed from each concerned legal entity;
- Failing that, appropriate statements from banks;

If, for any justified reason, a tenderer is unable to provide one or other of the above documents, it may prove its economic and financial capacity by any other document which the Contracting Authority considers appropriate. In any case, the Contracting Authority must at least be notified of the exceptional reason and its justification. The Contracting Authority reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

In addition to the above, tenderers might be requested to complete a form with relevant information regarding their economic and financial capacity. The relevant template will be provided by the contracting authority before the adoption of the award decision.

The obligation to submit supporting evidence **does not** apply to international organisations.

<sup>[1]</sup> For the last year for which accounts have been closed

<sup>[2]</sup> The figures mentioned between brackets refer to the respective accounts listed in Annex VII

<sup>[3]</sup> For the last year for which accounts have been closed

#### 4.2.3. *Technical and professional capacity criteria*

Tenderers (in case of a joint tender the **combined capacity** of all members of the group and identified subcontractors) must comply with the criteria listed below.

##### *a. Criteria relating to the tenderer (s) delivering the service:*

- **Criterion A1:** The tenderer must prove experience in **managing at least 3 on-site events** with at least **100 participants** during the past 3 years in 3 different country zones defined in point 1.3 of the tender specifications.

**Evidence A1:** In Annex VIII, the tenderer must provide a list of events he/she organised in the past 3 years indicating: the type of the event, the topic of the event, the number of participants, the country zone/location, indicate if it was a public or a private event, and the contact details for references. If the work was partly done by members of the tenderer or by identified subcontractors, the tenderer must clearly indicate the role and the contribution of all parties involved.

- **Criterion A2:** The tenderer must prove experience in **organising at least 3 B-2-B (matchmaking) meetings** with at least **100 participants** during the past 3 years in 3 different country zones defined in point 1.3 of the tender specifications.

**Evidence A2:** In Annex VIII, the tenderer must provide a list of B-2-B meetings he/she organised in the past 3 years indicating: the topic of the event and description of the B-2-B activities, the sector of the event, the number of participants, the country zone/location, indicate if it was a public or a private event, and the contact details for references. If the work was partly done by members of the tenderer or by identified subcontractors, the tenderer must clearly indicate the role and the contribution of all parties involved.

- **Criterion A3:** The tenderer must prove experience in **organising at least 3 stands with a size of at least 100 m<sup>2</sup>** with animated programme at **trade fairs** during the past 3 years in 3 different country zones defined in point 1.3 of the tender specifications.

**Evidence A3:** In Annex VIII, the tenderer must provide a list of stands organised in the past 3 years indicating: the name of the fair, the concept of the stand and the animated programme, the size of the stand, one visual/picture of the stand, the sector, the country zone/location, and the contact details for references. If the work was partly done by members of the tenderer or by identified subcontractors, the tenderer must clearly indicate the role and the contribution of all parties involved.

- **Criterion A4:** The tenderer must prove to have at least **one partner with experience in agri-food sector located in each of the country zones** defined in point 1.3 of the tender specifications. Those partners could be subcontractors or part of the tenderer's members. The type of the partners could be **individual expert, NGO, think tank, business operator, university, journalist, researcher or other similar**.

**Evidence A4:** In Annex VIII, the tenderer must provide the name and the type of the partner, the country zone, the field of expertise in agri-food sector,

the language skills, the role of the partner (tenderer's member or sub-contractor).

- **Criterion A5:** The tenderer must prove experience in providing **multi-national public relation services** in more than one third country and language during the past 3 years.

**Evidence A5:** In Annex VIII, the tenderer must provide a list of projects provided in the past 3 years indicating the type of services, the sector, the country, and the contact details for references. If the work was partly done by members of the tenderer or by identified subcontractors, the tenderer must clearly indicate the role and the contribution of all parties involved.

#### **b. Criteria relating to the team delivering the service:**

The team delivering the service should include, as a minimum, the following profiles.

If a project team member leaves the project during the execution of the FWCs, the contractor must ensure a replacement in due course by another person with equivalent experience and expertise.

**B1 - Project Director:** At least **10 years** of **international** experience in **project management**, including overseeing project delivery, quality control of delivered service, client orientation and conflict resolution. Experience in management of team of **at least 10 people**. He/she should have at least C1 level in the Common European Framework for Reference for Languages<sup>10</sup> in English.

**B2 – Project Coordinator:** At least **10 years** of experience in **managing events** in the agri-food sector in **third countries**. He/she should have at least C1 level in the Common European Framework for Reference for Languages in English.

**B3 – PR/Media Manager:** At least **5 years** of experience in **delivering public relation services in third countries**. He/she should have at least C1 level in the Common European Framework for Reference for Languages in English.

**B4 – Event Manager:** At least **5 years** of experience in **managing events in third countries**. The Event Manager has to be fluent in English.

**B5 – Stand Manager:** At least **5 years** of experience in **organising stands** at fairs/events in **third countries**. He/she should have at least C1 level in the Common European Framework for Reference for Languages in English.

**Evidence:** For all profiles listed in the above-mentioned criteria, the tenderer shall complete Annex VIII.

#### **Submission of information and evidence**

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<sup>10</sup> See [http://www.coe.int/t/dg4/linguistic/Cadre1\\_en.asp](http://www.coe.int/t/dg4/linguistic/Cadre1_en.asp)

For the criteria applicable to the tenderer as a whole the tenderer (sole tenderer or leader in case of joint tender) must provide the declaration on honour stating that the tenderer, including all members of the group in case of joint tender and including subcontractors if applicable, fulfils the selection criteria for which a consolidated assessment will be carried out.

This declaration is part of the declaration used for exclusion criteria (Annex IV); therefore only one declaration covering both aspects should be provided by each concerned entity.

The **tenderers** shall provide the evidence by filling in the requested Annex VIII. It is not necessary to submit detailed CVs and/or language certificates. However, the Contracting Authority may request detailed CVs and/or language certificates or equivalent from the tenderers during the evaluation process in case of a need to proof their capacity.

The **reference period for the supporting evidence** to be taken into account will be the required years from the submission deadline.

A tenderer (or a member of the group in case of joint tender, or a subcontractor) is not required to submit the documentary evidence if it has already been submitted for another procurement procedure and provided the documents were issued not more than one year before the date of their request by the contracting authority and are still valid at that date. In such cases, the tenderer must declare on its honour that the documentary evidence has already been provided in a previous procurement procedure, indicate the reference of the procedure and confirm that there has been no change in its situation.

A tenderer (or a member of the group in case of joint tender, or a subcontractor) is not required to submit a specific document if the contracting authority can access the document in question on a national database free of charge.

### **4.3. Award Criteria**

Award criteria are only related to the tender. They seek to evaluate the most important aspects required with the technical specifications defined under point 3. The criteria included minimum thresholds that each tender should score per criterion and in total in order to be considered acceptable.

The tenderers must note that a statement alone, confirming that it understands the objectives of the contract and the work to be carried out, or a repetition of the tender specifications will not be considered as sufficient and will lead to a negative assessment and a major reduction of points under the respective criterion. If certain essential points of these specifications are not expressly covered by the tender, the Contracting Authority may decide to give a zero mark for the relevant quality award criteria.

The contract will be awarded based on the most economically advantageous offer, according to the 'best price-quality ratio' award method. **The maximum total quality score is 100 points.**

Tenderers that receive **less than 70% of the maximum mark for the whole quality evaluation or less than 50% for each of the quality criteria** will be eliminated and their final score will not be calculated. Tenderers that do not reach the minimum quality levels will be rejected and will not be ranked.

The quality of the tender will be evaluated based on the following criteria:

- **Award criterion 1: Quality of the proposed methodology for the organisation of events in third countries (20 points – minimum score 50%)**

This criterion will assess the quality and the efficiency of the proposed methodology for organisation of events taking into account the description of the services under point 3.2 of the tender specifications. This will consider approaches and methods proposed to ensure smooth organisation of the events in the targeted country(ies) covering all aspects of the event: conception, logistics and catering, coordination tasks, production of information and promotional materials, communication services, evaluation of feedback and recommendations. The criterion will assess the customer-oriented approach proposed to ensure high quality services to high-level officials and business representatives taking part at the events.

Details should be provided as part of the technical offer **(20 pages max)**.

- **Award criterion 2: Quality of the proposed methodology for the organisation of stands at trade fairs in third countries (20 points – minimum score 50%)**

This criterion will assess the quality and the efficiency of the proposed methodology for the organisation of stands at trade fairs taking into account the description of the services under point 3.2 of the tender specifications. This will consider approaches and methods proposed to ensure smooth organisation of the stand in the targeted country(ies) covering all aspects: conception, logistics, coordination tasks with the fairs' organisers, animation programme, production of information and promotional materials, communication services, assistance with delivery of product samples, evaluation of feedback and recommendations. The criterion will also assess the approach proposed by the tenderer to integrate events within the organisation of a stand.

Details should be provided as part of the technical offer **(20 pages max)**.

- **Award criterion 3: Organisation of the work and resources, quality assurance (20 points – minimum score 50%)**

This criterion will assess how the different economic operators (joint tenders, incl. subcontractors, if applicable) and the project team share responsibilities, roles, back-up system, in order to be effective. It shall define the resources globally and for each identified task. The tender shall describe how the geographical complexity and challenges of the project will be managed.

This criterion will also assess the quality assurance mechanisms used to ensure timeliness, quality of the deliverables, the language excellency, flexibility. The quality assurance mechanisms should be specific to each identified task; a generic quality assurance system will result in a low score.

The criterion will also assess the approaches/methods proposed for ensuring efficient coordination between and with various parties involved (the Executive Agency, the European Commission, EU Delegations, local partners, EU Member States, others).

Details should be provided as part of the technical offer **(20 pages max)**.

- **Award Criterion 4: Efficiency and effectiveness of the actions (10 points – minimum score 50%)**

This criterion will assess the methods, tools and indicators which will be used to measure the efficiency and the effectiveness of the actions carried out within the scope of the services provided in this contract. Quality, quantity and cost effectiveness shall be considered in the proposed measurement indicators.

Details should be provided as part of the technical offer **(10 pages max)**.

- **Award Criterion 5: Quality of the case study "Implementation of promotional activities in South Africa in the context of Commissioner's High Level Mission" (30 points – minimum score 50%)**

The criterion will assess the quality of the case study proposal. It shall consider: the efficiency of the event and the stand organisation; the creativity of the concept proposed for the Introductory seminar and the "B-2-B meetings"; innovative aspects of the proposal (e.g. new activities proposed); complementarity between stand activities and business delegation activities; quality of the stand visuals; creativity of the stand animation programme; adequacy of resource allocation and timeline; effectiveness of the evaluation methods and indicators.

You can find a **detailed description of the case study in Annex XI**.

#### **4.4. Price and Award Method**

Every offer that successfully passes the evaluation of the quality award criteria will be assessed on the price offered.

Prices must be presented using the standard format announced with the tender specifications that should be included in Envelope C. Tenderers are required to use Annex V, Part A and Part B, to present their financial offer.

The price offer shall be presented and calculated in line with the requirements set in point 2.2 of the tender specifications (Envelop C: Financial Offer).

#### **Ranking of tenders**

Only the tenders that have reached the technical quality thresholds announced for the quality award criteria will be subject to best price-quality assessment;

The tender with the lowest price will be awarded 100 points. The other tenders will be awarded points on the basis of the following formula:

Points = (lowest price/price of the bid in question) x 100

#### **Calculation of the most economically advantageous tender on the basis of the best price/quality method:**

In order to determine the most economically advantageous tender for the award of the contract, a quality/price ratio of **60/40** will be applied to each tender in the following way:

The points awarded for technical quality multiplied by 60%.

The points awarded for the price multiplied by 40%.

The points for technical quality and those for price will then be added together, the tenderers will be ranked according to their total number of points.

The Contracting Authority will award the FWC to the contractor who achieved the highest score.

Contracts may not be awarded to candidates or tenderers who, during the procurement procedure:

- (a) are in an exclusion situation established in accordance with article 106 of the FR;
- (b) have misrepresented the information required as a condition for participating in the procedure or have failed to supply that information;
- (c) were previously involved in the preparation of procurement documents where this entails a distortion of competition that cannot be remedied otherwise;

This assessment will be carried out based on all the documents and information provided, if necessary (e.g. in case of doubt), the Executive Agency will ask the economic operator to submit observations on the issue.

## **5. ADMINISTRATIVE AND FINANCIAL PENALTIES**

Without prejudice to the application of contractual penalties laid down in the contract, the contracting authority may impose regulatory administrative sanctions on tenderers including: exclusion from receiving Union funding for certain duration (Articles 105a to 108 FR) and financial penalties, as an alternative or in addition to a decision of exclusion depending on the cases (Article 106(13) FR). Administrative sanctions can be imposed on economic operators who are in a specific situation of exclusion listed in Article 106(1) FR.

## ANNEXES

- **Annex Ia:** Tender submission form - Statement
- **Annex Ib:** Power of attorney for members of joint tender
- **Annex Ic:** Letter of intent for subcontractors
- **Annex IIa:** Legal entity form for public entities
- **Annex IIb:** Legal entity form for private entities
- **Annex IIc:** Legal entity form for individuals
- **Annex III:** Financial identification form
- **Annex IV:** Declaration on honour on exclusion and selection
- **Annex V:** Financial offer form, Part A and Part B
- **Annex VI:** Checklist
- **Annex VII:** Economic and financial capacity overview form
- **Annex VIII:** Evidence for the technical and professional capacity selection criteria
- **Annex IX:** Explanatory notes to price list
- **Annex X:** Example of agenda for a business delegation visit
- **Annex XI:** Case study Award criterion 5

Please note that Annexes Ia, Ib, Ic, IIa, IIb, IIc, III, IV and VII are contained in one single document: "PDF Tender Submission Form".