

ANNEX A TO THE INVITATION TO TENDER

TENDER SPECIFICATIONS

Multiple framework contract in cascade for the organisation and management of events for the European Committee of the Regions

OPEN CALL FOR TENDERS

CDR/COM/45/2019/1

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ADMINISTRATIVE PART

1. TITLE OF THE CALL FOR TENDERS

Open procedure CDR/COM/45/2019/1- Multiple framework contract in cascade for the organisation and management of events for the European Committee of the Regions.

1.1. Introduction

The European Committee of the Regions (hereinafter “the CoR”), and in particular its Directorate for Communication, is launching a call for tenders for services relating to the organisation and management of events on CoR premises and elsewhere, both within and outside Brussels. The future framework contract shall support the work of the CoR through services and products as described in the tender specifications and its annexes.

1.2. The European Committee of the Regions (CoR) - key information

Created in 1994, following the entry into force of the Maastricht Treaty, the European Committee of the Regions is the EU’s assembly of 350 regional and local representatives from all Member States, representing around 500 million Europeans. Its mission is to involve regional and local authorities and the communities they represent in the EU’s decision-making process and to inform them about EU policies. The European Commission, the European Parliament and the Council consult the Committee in policy areas affecting regions and cities. It can appeal to the Court of Justice of the European Union if its rights are infringed or it believes that EU law infringes the subsidiarity principle or fails to respect regional or local powers.

For more information: www.cor.europa.eu

1.3. CoR communication strategy

The CoR communication strategy has two main target audiences: the regional and local authorities and the EU institutions.

- Regional and local authorities include both political representatives and leaders of local and regional public administrations, as well as territorial associations and networks. They are the two-way links with the 500 million citizens, representing their needs and expectations from a local perspective at the EU level on the one hand, and passing on information about the EU to the local level on the other.
- The EU institutions are equally important targets for the CoR's consultative work with its opinions and resolutions. Here, priority is given to the Members of the European Parliament, the European Commission, and Council Working Parties and Meetings related to the CoR key areas.

In this context, press and media partners and other stakeholders play an important role as leading intermediaries and multipliers for connecting the CoR with the two main target audiences.

CoR members have a central role in the CoR's communication strategy. They are responsible for inputting information and statements reflecting the local point of view at the EU level and, at the same time, they are the most important multipliers of the CoR's institutional messages directed at citizens and EU institutions.

"Reconnecting Europe with its citizens by establishing a dialogue between the local and EU levels" is the key message and rationale of all CoR communication activities. The communication strategy sets the goal of improving the CoR's consultative works through targeted communication. By making more intensive use of decentralised communication at the local level, the CoR has been taking note of and discussing the needs and expectations expressed by regions and cities. Finally, through communication, the CoR has been strengthening its cooperation with the EU institutions

2. SUBJECT OF THE CONTRACT

The purpose of this call for tenders is to identify economic operators that could assist the CoR's Directorate for Communication with

- the organisation and management of its events, both on the CoR premises and in other locations in Brussels or elsewhere, and
- support in the field of communication.

2.1. Support for organising and managing events

Each year, the CoR's communication activities, overseen by the Directorate for Communication, encompass about 130 conferences, seminars, workshops, debates and forums involving around 20 000 participants, speakers, journalists, etc. The aim of these events is to facilitate discussions and the exchange of experiences on major issues at European level among local and regional authorities and their representatives, as well as to raise the profile of the CoR, its members and its role in the EU's policy-making process. Organising these events is a political priority for the CoR and usually involves other EU institutions, regions, cities and associations.

The main conferences take place in the CoR's buildings and at other venues in Brussels and elsewhere. These events entail logistical tasks and support for speakers, journalists and participants and involve multimedia activities. Almost all CoR events make use of services such as exhibition stands, visual aids (such as posters, badges, banners and printed material), interpreting, documentation (website, publications), decoration, receptions, artistic activities, etc.

The Events unit is responsible for developing, coordinating or performing these tasks, in which it is often assisted by other CoR units and external service providers (for example, in the areas of decoration, graphic design and printing, production of stands, etc.). Currently, the CoR's major events are as follows:

- Every two years, the CoR co-hosts a **European Summit of Regions and Cities**. These summits bring elected representatives from regional and local authorities together to discuss the main challenges facing the European Union. They normally take place in spring in the country holding the EU Council Presidency, and bring together some 500 to 1 000 participants, including CoR members and other local and regional stakeholders. CoR Summits are top-level EU events which focus on most relevant political topics on the EU agenda, raise awareness of the role and work of the CoR, and provide a forum for exchange and innovation with regional and local political leaders. The Summit normally replaces a CoR plenary session. A variety of events are held over the three days of the Summit, such as open cultural events, debates with citizens, exhibitions and/or concerts. Complete preparation cycle: 12-18 months. Website: <http://www.eulocal-summit.eu/>

- The **European Week of Regions and Cities** (EWRC) is an annual four-day series of conferences and events held in Brussels in early October, at which local and regional government officials, as well as experts and academics, exchange good practices and know-how in the field of regional and urban development. The event has become a unique stakeholders' communication and networking platform for regional policy, bringing together regions and cities from all over Europe and beyond. The event is also an acknowledged platform for political communication in relation to the development of EU Cohesion Policy and raising awareness among decision-makers of the fact that regions and cities matter in EU policy-making. The EWRC is held in Brussels, in cooperation with the European Commission, and each year involves around 250 partner events, 600 speakers and more than 6 000 participants. In addition to Brussels-based sessions, the EWRC features local events taking place all over Europe in the second half of the given year. Complete preparation cycle: 12 months.
Website: <https://europa.eu/regions-and-cities/>
- **EuroPCom** (around 800 participants) is the annual European Conference on Public Communication. During this two-day event, held in November, public communication professionals from all over Europe get together to improve government communication and raise awareness of EU policies. Moreover, smaller-scale spin-off events to the main conference may be organised in the first half of a given year. Complete preparation cycle: 12 months. Website: www.cor.europa.eu/europcom.go
- **Events and conferences** are organised by the CoR's legislative works directorates, also in partnership with other EU institutions, ranging from 150-600 participants, focusing on specific themes relevant to the Committee's work programme. Complete preparation cycle: 4-9 months.
- **The inter-institutional celebration** of 9 May usually includes an event on the CoR premises, attracting some 2 700 visitors. Complete preparation cycle: 4 months. Website: https://europa.eu/european-union/about-eu/symbols/europe-day_en
- **External local events** lasting one day or half a day, organised jointly by the CoR and local organisers. These local events are organised at the initiative of CoR members and with their active participation, often in cooperation with other EU institutions, and may take the form of citizens' dialogues, stakeholder dialogues, conferences or seminars. More than 200 such local events have been organised together with regional and local authorities and/or national associations of regions, cities and municipalities. In parallel, the CoR seeks the views of citizens and stakeholders on European issues via an online survey and a mobile app, available in all EU languages. The CoR may organise local events in the future, involving CoR members, representatives of the EU institutions and local, regional and national politicians. Complete preparation cycle: 1-3 months.
Website: <https://cor.europa.eu/en/engage/Pages/Future-of-Europe.aspx>
- The CoR regularly runs **Massive Open Online Courses (MOOCs)**: free online courses targeting local and regional authorities with a view to strengthening the administrative capacity at a local level as well as raising awareness of the EU policies and their impact to a wider audience. The latest MOOC – the third – focused specifically on helping local and regional authorities to maximise their knowledge of the EU budget and EU funding and offering guidance on how to access and make best possible use of the EU funding opportunities. Complete preparation cycle: 6-8 months.
Website: <https://cor.europa.eu/en/engage/Pages/CoR-MOOC-2018.aspx>

- **Other events in the context of CoR communication campaigns** may be organised at key moments in the political decision-making process. The number of participants may be limited to less than 50 persons – but the political importance of these events may require additional support in terms of digital communication.

The target audience for CoR events usually includes:

- CoR members – both members and their alternates – who are the political representatives of regional and local bodies pursuant to Article 263 of the Treaty;
- representatives of local and regional authorities;
- representatives of other EU institutions and international organisations;
- representatives of European and international NGO associations, etc.;
- national, regional and local media and journalists accredited to the EU or covering European issues;
- photographic news agencies and television channels providing information;
- experts in the subject areas covered by the conferences;
- the general public, CoR visitors and individuals participating in Committee events.

2.2. Support in the field of communication

Event communication campaigns are articulated in a communication plan in line with the communication strategy 2015-2020, the CoR's annual communication plans and its Digital Communication Strategy.

The impact will be measured against a limited number of indicators, such as satisfaction surveys, registration numbers, citations by other EU institutions and local and regional organisations, social media and web KPIs, etc.

2.2.1. Digital communication

The CoR provides its members and Policy Directorates with support through social and digital media communication channels and also publications, *inter alia* by

- processing, adapting and implementing content delivered by its Directorates and Members for web-based and social media communication;
- implementing consistent quality standards for different online tools and digital products;
- producing and distributing printed publications.

The tasks that can be requested from the contractor cover the following areas:

- Events promotion and advertising
- Advertising space
- Posters and other media
- Media activity
- Digital communication
- Social media campaigns
- Development, maintenance, and support of online surveys or mobile apps
- Communication support and strategic advice
- Writing, editing, checking, copy-editing and correcting texts

- Graphic design and/or production of videos, animations and publications (papers, brochures, leaflets, posters, studies etc.), promotional material (stands, roll-ups, decoration banners, etc.)
- Live web-streaming, social streaming
- Providing training or coaching in the digital communication field

3. VOLUME OF THE CONTRACT

The total amount of the contracts is estimated at a maximum of EUR 6 000 000 over a maximum period of 48 months.

The above estimate in no way obliges the CoR to order a certain volume and is given for information purposes only.

The CoR reserves the right to order only the products and quantities that it actually requires. In no case may the contractor demand that minimum quantities be ordered.

As the list of prices (Annex 5) is not exhaustive, the CoR may ask the contractor for additional or comparable products and/or services that could not be identified when drawing up these tender specifications (see Annex 1, point 2.1.4 of the Technical Specifications). The maximum value of these products and/or services will be no more than the threshold contained in Commission Delegated Regulation (EU) 2017/2365 of 18 December 2017 amending Directive 2014/24/EU (in respect of the application thresholds for the procedures for the award of contracts) and Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 (on the financial rules applicable to the general budget of the Union) – i.e. EUR 144 000 for the whole contract period.

In accordance with Article 164(5) and Annex I.11.1(e) of Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, the CoR may enter into negotiated procedures with the successful tenderers of this tender for new services consisting in the repetition of similar services to those in this notice.

4. CONTRACTUAL FRAMEWORK

4.1. Contractual information

The terms of the contract are set out in the draft framework contract contained in Annex B.

In drawing up their bids, tenderers should bear in mind the provisions of the draft contract (Annex B) and, in particular:

| | |
|---------------|--|
| Article I.4. | Appointment of the contractor and implementation of the framework contract (FWC) |
| Article 1.5 | Prices |
| Article 1.5.3 | Reimbursement of expenses |
| Article I.6 | Payment arrangements |
| Article I.10 | Exploitation of the results of the FWC |
| Article II.4 | Provision of services |

| | |
|----------------|--|
| Article II.4.3 | Compliance with minimum requirements including obligations applicable under environmental, social and labour law |
| Article II.13 | Intellectual property rights |
| Article II.21 | Payments and guarantees |

4.2. Technical specifications

The technical specifications are laid down in Annex 1.

4.3. Duration of the Contract

The framework contract to be signed following this call for tenders shall have a maximum duration of 48 months, with effect from the date on which it is signed by the last contracting party.

4.4. Place of service provision

Most of the activities will take place in Brussels. However, they may also be held outside Brussels, given that the CoR's activities cover all of the European Union's Member States, as well as the candidate countries and potential candidate countries. Activities may, exceptionally, be held in third countries. During the past four years, the vast majority of our events took place in Brussels. Some events took place in other EU Member States, and a few events outside of the EU.

5. PARTICIPATION

5.1. Conditions for participation

Participation in the procedure shall be open on equal terms to all natural and legal persons as defined in the treaties and to all natural and legal persons established in a third country which has a special agreement with the Union in the field of public procurement under the conditions laid down in that agreement.

5.2. Joint tenders

A joint tender is a situation where a tender is submitted by a group of economic operators (consortium). Joint tenders may include subcontractors in addition to the joint tenderers.

In the case of a joint tender, all economic operators in a joint tender shall assume joint and several liability towards the contracting authority for the performance of the contract as a whole. Nevertheless, tenderers shall designate a single point of contact for communication with the contracting authority.

Once the contract is awarded, the contracting authority shall sign the framework contract either with all members of the group, or with the member duly authorised by the other members by means of a proxy.

Any change in the composition of the group of economic operators during the procurement process (after submission of the bid) is limited to exceptional circumstances (e.g. a take-over) and must be agreed by the CoR.

The CoR will require a group member to be changed if the group member proposed is in an exclusion situation or does not meet a specific selection criterion.

5.3. Subcontracting

Subcontracting is permitted in the tender but the contractor will retain full liability towards the Committee for performance of the contract as a whole.

Tenderers shall state the proportion of the contract that they intend to subcontract. Tenderers shall be required to identify all subcontractors that are known at the time of signing the contract and whose share of performance of the contract exceeds 20%.

Any change in subcontractor during the procurement process (after submission of the bid) is subject to agreement by the contracting authority.

The CoR will require a subcontractor to be changed if the subcontractor proposed is in an exclusion situation or does not meet a specific selection criterion.

6. TERMS APPLICABLE TO THE CONTRACT

6.1. Multiple Framework Service Contract in cascade

The contracting authority intends to conclude 'multiple framework contracts' with two service providers, in accordance with the specifications and implementing provisions set out in these tender documents and with the draft framework contract contained in Annex B.

"Multiple framework contract" shall be taken to mean a situation whereby a framework contract is concluded separately, but in identical terms, between the contracting authority and several service providers, to ensure that the contract can be performed successively by one or other of the contractors.

Subject to a sufficient number of acceptable tenders being received, there will thus be two framework contracts, which will be called on in turn.

Under this "cascade" principle for awarding a contract:

- when placing an order, the contracting authority's managing services will contact the first contractor;
- if the first contractor is unable to respond favourably, the managing services will contact the second contractor.

The contracting authority reserves the right to call on the second contractor in the cascade if professional inadequacy and/or misconduct have been identified, in terms of either quality of service (recurrent mistakes, etc.) or administrative aspects (repeated delays, absences, etc.), on the part of the first contractor in the cascade.

7. PLACING ORDERS, DELIVERY AND MONITORING

The framework contract does not constitute an order but is intended solely to establish the legal, financial, technical and administrative provisions that govern

relations between the contracting parties during the period that the contract is in force.

The CoR shall follow the procedure set out below for placing orders and for following them up. The follow-up procedure and forms mentioned below are intended to facilitate management and to monitor the smooth implementation of the contract.

7.1. Personnel requirements

Each contractor shall, for the entire duration of the contract, be responsible for the quality of service needed for orders to be implemented smoothly.

The CoR shall appoint a project manager who, except for the Head of Unit, shall be the only contact person authorised to issue working instructions.

Each contractor shall also appoint a **contract manager**, who shall be the contact person for the CoR on all matters. He or she shall be responsible for managing and coordinating the implementation of all tasks requested. His or her costs shall be incorporated into each service/performance/deliverable.

Each contract manager shall offer the CoR the most practical responses and solutions, which shall also be the most cost-efficient in terms of organisation and administration, and shall implement them following their approval by the CoR.

7.2. Placing orders

Services will be requested in writing, using a specific template (see Annex III to Annex B: Models for request forms, specific contracts and order forms).

The service request shall form the basis of the contractor's estimate. This estimate shall consist, depending on the complexity of the project, of a detailed description of the various stages of the project, with an estimate of the staffing needs and an assessment of the cost, in terms of working time and materials, required to perform the services requested. The estimate shall also provide a delivery deadline.

The first contractor shall send the estimate within ten working days. However, this deadline will depend on the size of the order and the urgency of the product or service, and it will be agreed between the contracting authority and the contractor. As a rule, the time allowed will make it possible to submit the estimate under normal conditions. However, the first contractor should note that circumstances may sometimes arise in which an estimate may be required more quickly. The agreed deadline will be confirmed in the written request for an estimate.

The estimate will thus be a declaration of commitment with regard to the method, costs, level of quality and expected outcome of a given activity. It may contain other indications regarding the arrangements for communication and consultation and the measures to be taken in the event of unforeseen circumstances. The cost of the estimate shall be based on the prices quoted in the financial tender form attached to the framework contract, which the contractor shall adhere to, making no changes to the form or to the amounts contained therein.

Once approved by the CoR, the estimate shall be used to draw up an order form or specific contract, which shall constitute the sole authorisation for the provision of services.

An order form shall be drawn up for simple orders that do not require a detailed technical appendix.

More complex services requiring a detailed technical appendix shall be ordered by means of a specific contract.

The order form or specific contract shall be sent to the contractor for signature. The CoR shall receive the order form or specific contract, dated and signed, within ten working days. However, this deadline may be shortened depending on the size of the order and the urgency of the product or service, and it will be agreed between the contracting authority and the contractor. The period allowed for performing the tasks shall begin on the date the contractor signs the order form or specific contract, unless that document mentions a different date.

Each quarter the contractor shall send a follow-up table of order forms or specific contracts in progress or closed.

7.3. Deadline for delivery

The deadline for delivery of each order shall depend on the size and urgency of the product/service and shall be agreed with the contractor when the price estimate is approved. As a rule, the time allowed shall be for carrying out the delivery under normal conditions. However, the Contractor should note that circumstances may sometimes arise in which a delivery may be required more quickly.

The agreed deadline shall be confirmed in the order form or specific contract issued for the job. The contractor shall deliver the work within the time allowed and in the format required.

Should the contractor fail to perform its obligations under the FWC, order form or specific contract, the contracting authority may – without prejudice to its right to terminate the FWC, the order or the specific contract – reduce or recover payments in proportion to the amount of the unperformed obligations. In addition, the contracting authority may claim compensation or impose damages in accordance with Article II.15 of the FWC (Annex B).

Once the work has been concluded and the product/service delivered, the contractor shall provide the CoR with proof of delivery, which shall then be signed by the CoR as proof of receipt of each product delivered.

7.4. Acceptance/rejection of services – payment

Payments shall be made in accordance with Article I.6 of the draft framework contract (see Annex B).

8. EVENTS OUTSIDE BRUSSELS – EVENTS AND LOCAL SUPPLIES

Most activities will take place in Brussels. However, they may also be held outside Brussels.

For this type of event, the CoR may be either sole organiser or co-organiser. In either case, the contractor may rely on local suppliers directly linked to the staging of the event.

The cost of the products supplied by local suppliers shall represent the direct costs of the events.

In order to ensure real competition, the contractor's offer shall be drawn up on the basis of at least three offers from different local suppliers for each product and service concerned.

If the contractor is unable to provide three offers from local suppliers, they shall provide the CoR with the reasons as to why this cannot be done. This situation may arise in cases where the requested service is exclusive to a given provider, e.g. catering services relating to hiring an exclusive room.

In all cases, the contractor must submit the most economical and best-quality solution for the CoR.

Offers from local suppliers shall be appended to the contractor's offer. All costs quoted by suppliers shall represent market prices for the goods and services concerned. The bid accepted shall be used to draw up an order form or specific contract in accordance with the practice laid down in point 7 (Placing orders, delivery and monitoring) of these specifications.

Discounts or any form of rebate obtained from local suppliers shall benefit the CoR alone and not the contractor. The contractor may not benefit from any additional trade margin other than their administrative fees.

Once approved by the CoR, these costs shall be listed and detailed in the invoice under the heading "Direct costs of the event".

9. ADDITIONAL OR SIMILAR SERVICES THAT COULD NOT BE SPECIFIED AT THE TIME OF DRAFTING THE TENDER SPECIFICATIONS

The CoR may ask the contractor to provide additional or similar products/services/deliverables that cannot be specified at the time of drafting these specifications.

When unspecified additional or similar products/services/deliverables or performances are provided by the contractor themselves, they shall offer them at the best market price.

In all cases, the contractor shall make a price proposal corresponding to the requirements and quality of products and services listed in the specifications. This offer shall require acceptance by the CoR.

Should the contractor call upon a third party to provide these unspecified additional or similar products/services/deliverables or performances, the tender must be drawn up on the basis of at least three offers for each product or service concerned.

If the contractor is unable to provide three offers from third-party suppliers, they shall provide the CoR with the reasons as to why this cannot be done.

In all cases, the contractor must submit the most economical and best-quality solution for the CoR.

Offers from third-party suppliers shall be appended to the contractor's offer. All costs quoted by suppliers shall represent market prices for the goods and services concerned. The bid accepted by the CoR shall be used to draw up an order form or specific contract in accordance with the practice laid down in point 7 (Placing orders, delivery and monitoring) of these specifications.

Discounts or any form of rebate obtained from third-party suppliers shall benefit the CoR alone and not the contractor.

The contractor shall not take any additional margin on the services/supplies, nor charge coordination costs.

When invoicing, the contractor shall also attach the supplier's invoice as evidence of payments of specific contracts or order forms and to certify the official price of the latter.

These products/services/deliverables or performances may relate in particular to:

- technologies (graphics, visuals, images, reproduction/broadcasting, digital technologies or others) not yet available when the tender specifications were drawn up;
- services or materials in line with trends and new market developments not yet available when the tender documents were drawn up;
- the delivery/hire of materials the prices of which are subject to regular fluctuations (multimedia or other);
- unspecified articles or services additional or similar to the subject of this contract and not included in the financial tender.

The volume accepted for additional or similar services that could not be specified at the time of drafting these specifications may not exceed the threshold contained in Commission Delegated Regulation (EU) 2017/2365 of 18 December 2017 amending Directive 2014/24/EU (in respect of the application thresholds for the procedures for the award of contracts) and Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 (on the financial rules applicable to the general budget of the Union) – i.e. EUR 144 000 for the whole contract period.

10. ANNUAL EVALUATION AND REPORT

At the end of each year, an evaluation shall be carried out to assess how the contractor has performed its tasks, on the basis of the orders given, tasks performed, technical reports produced or evaluation meetings held between the contracting authority and the contractor.

An annual report shall be drawn up summarising the most significant events of the year, the main problems encountered and any corrective action taken. The report shall also contain the main objectives for the following year. If appropriate, the report may be discussed at a meeting to be held early the following year.

Additional reports may be required to reflect specific tasks arising during the contract.

11. ENVIRONMENTAL ASPECTS

The Committee attaches particular importance to the environmental footprint of its buildings and activities. It has had **EMAS**¹ and **ISO 14:001** certification since 2011.

In this connection, the CoR has undertaken at the highest level to inform all those working for it, including contractors, about the environmental policy it has drawn up.

The contractor shall, therefore, undertake to:

- scrupulously comply with the environmental legislation in force;
- comply with the environmental management system and the environmental policy² established at the Committee;
- ensure that its staff members working on Committee premises have sufficient knowledge of the environmental management system and, in particular, the procedures applying to their specific assignments. The managing department shall provide the relevant information upon signature of the contract;
- ensure that everyone assigned to work under the contract has received the appropriate and necessary professional training (technical, safety and environmental training) concerning compliance with safety rules and correct handling of the equipment and products to be used, including action to be taken in the event of incorrect handling or any other incidents;
- inform Committee staff, at the Committee's request, about the environmental measures to be taken with regard to the products used in connection with performance of the contract.

12. COMPLIANCE WITH SOCIAL, ENVIRONMENTAL AND LABOUR LAW

The tender must comply with the applicable environmental, social and labour law obligations established by Union law, national legislation, collective agreements or the international social and environmental conventions listed in Annex X to Directive 2014/21/EU.

13. IDENTIFICATION OF THE TENDERER

The tender shall include the Identification Form (see Annex 2) signed by an authorised representative presenting the name of the tenderer (including all entities in cases of joint bids and subcontractors whose share in the contract is above 20%) and the name of the single contact point (leader) in relation to this tender.

In the case of joint tenders, the Identification Form must be signed either by an authorised representative for each member or by the leader authorised by the other members with powers of attorney. The signed powers of attorney must be included in the tender as well.

¹ *Eco-Management and Audit Scheme* in accordance with Regulation (EC) No 1221/2009 of the European Parliament and of the Council, 25 November 2009.

² https://cor.europa.eu/en/Documents/environmentalpolicyeesc_cor_2016_en.pdf

Sub-contractors whose share of the contract is above 20% must provide a letter of intent signed by an authorised representative stating their willingness to provide the services presented in the tender.

All tenderers (including all members of the group in the case of a joint tender) must provide a signed Legal Entity Form³ with supporting documents (see Annex 2).

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

Tenderers (or leaders in the case of joint tenders) must provide a Financial Identification Form⁴ with supporting documents (see Annex 2).

14. EVALUATION OF TENDERS

The evaluation of tenders shall be based solely on the information provided in the tender submitted. It shall take place as follows:

- (1) Verification of non-exclusion of tenderers on the basis of the **exclusion criteria** (Point 14.1)
- (2) Selection of tenderers on the basis of the **selection criteria** (Point 14.2):
 - Legal and regulatory capacity
 - Financial and economic capacity
 - Technical and professional capacity
- (3) Evaluation of tenders on the basis of the **award criteria** (Point 14.3):
 - Quality evaluation of the tender
 - Financial evaluation of the tender
- (4) Final assessment and award of the contract (Point 15)

Tenders must meet the requirements of each step in order to be admitted to the next step of the evaluation procedure.

The Contracting Authority may reject abnormally low tenders, in particular if it establishes that the tenderer or a subcontractor does not comply with the obligations applicable in the fields of environmental, social and labour law (see Point 12).

14.1. Exclusion criteria

All tenderers shall provide a duly signed and dated solemn declaration stating that they are not in any of the situations which would disqualify them from taking part in a contract procedure as set out in Articles 136 and 137 of the Financial

³ http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal-entities_fr.cfm

⁴ http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm

Regulation applicable to the general budget of the Union and its implementing provisions.

For tenders submitted by consortia or groupings of service providers, each economic operator involved in the tender shall separately provide evidence demonstrating that they are not in any of the situations which would disqualify them.

The declaration is also required for identified subcontractors whose intended share of the contract is above 20 %.

The written declaration concerning grounds for exclusion and absence of conflict of interest is attached as Annex 3 (Declaration of Honour).

The tenderer proposed for award of the contract shall, within a deadline set by the contracting authority and before the contract is signed, provide the proof confirming the declaration referred above.

14.2. Selection criteria

Tenderers must prove their legal, regulatory, economic, financial, technical and professional capacity to carry out the tasks described in the documents forming this call for tenders.

They shall provide proof of their capacities by enclosing with their tender the following information and documents.

14.2.1. Legal and regulatory capacity

Tenderers must prove that they are allowed to pursue the professional activity necessary to carry out the work subject to this call for tenders.

The tenderer shall provide a detailed identification form, duly completed, dated and signed.

For consortia or groupings of service providers, a separate detailed identification form shall be provided for each member.

The identification form is attached as Annex 2.

14.2.2. Financial and economic capacity

In order to prove their financial and economic capacity, tenderers shall provide the following documents:

- A copy of the balance sheets and operating accounts for the past three financial years, showing the annual pre-tax profit. If, for a valid reason, tenderers are unable to provide the above, they shall enclose a statement as to annual pre-tax profits for the past three years. Members of consortia or groups of service providers shall provide separate documents for each of their members. If the balance sheets or statement show an average loss over the past three years, tenderers shall provide another document as proof of their financial and economic capacity, such as bank references or proof of professional risk insurance cover.
- A statement showing specific annual turnover for the field covered by these specifications, realised during the past three financial years. The specific annual average turnover of the tenderer for the field covered by these specifications realised during the past three financial years must be at least EUR 2 500 000.00.

In the case of consortia, the specific turnover of each member of the group may be aggregated.

- Proof that the tenderer has civil and professional liability insurance indicating, among other things, the amount covered, the duration, the date of maturity of the policy and the name of the insurer. Members of consortia or groups of service providers shall provide this document for each of their members.

If, for some exceptional reason that the contracting authority considers justified, tenderers are unable to provide the references requested by the contracting authority, they may prove their economic and financial capacity by any other means that the contracting authority considers appropriate (business plan for newly created entities, etc.).

In any case the Contracting Authority must at least be notified of the exceptional reason and its justification in the tender. The Committee reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

14.2.3. Technical and professional capacity

Tenderers must demonstrate convincingly that they have the ability to undertake the tasks requested.

Any tenderer with a conflicting professional interest that may affect the performance of the contract may be rejected on the basis of not fulfilling the selection criteria for professional capacity.

Tenderers' technical and professional capacity will be assessed on the basis of the following documents:

a) Professional experience in similar services:

Tenderers must prove their experience in the field of organisation and management of events. As evidence, they will provide a list of four relevant services over the past three years, with the approximate values (of these services, two must have a minimum value of EUR 100 000), dates and recipients, showing as clearly as possible their capacity to provide the services mentioned in Point 2 of the Technical Specifications (Annex 1). If these services were performed in part by members of a group (or by a consortium of companies) or by subcontractors, tenderers shall clearly indicate the role and contribution of each participant.

b) Necessary human resources to perform the contract in line with best professional practice:

This criterion will be evaluated in the light, in particular, of know-how, effectiveness, experience, reliability and knowledge of languages.

The team delivering the services should include, at the very least, the following profiles:

- one Account Manager: 5 years' professional experience in the field of event organisation and management, including strategy building and business planning, experience in projects such as those mentioned in Annex 1 in the geographical area and experience in managing teams of at least 10 people. She/he must be able to work satisfactorily in English or French, CEFR level C1
- two Project Managers: at least 3 years' experience in project management in the field of event organisation and management, including project briefs and development, control of the services delivered, a client-oriented approach,

problem resolution, experience in projects such as those mentioned in Annex 1 in the geographical area and experience in managing teams of at least 10 people. She/he must be able to work satisfactorily in English or French, CEFR level C1.

- two Event Coordinators: 3 years' experience of technical operations in diverse areas of event organisation and management, planning and organising logistical and administrative support of events, organising, exemplary planning and time management skills. She/he must be able to work satisfactorily in English or French, CEFR level C1.

As evidence, tenderers shall provide a statement as to average annual manpower and the number of managerial staff during the past three years, including a detailed list of their permanent and occasional staff in the different categories of personnel who will provide the services for this tender – Account Manager, Project Managers, Event Coordinators – and a list of their technical operators, together with a description of their qualifications and their ability to express themselves in English or French (CEFR level: minimum C1), namely for relations with the services of the CoR.

The [model Europass CV](#) is attached as Annex 6. Each CV provided should indicate the person concerned's intended function in the delivery of the services.

It is also of the utmost importance that all staff employed by the contractor have the necessary papers to travel and work in any of the countries where events and exhibitions may be held. The CoR has no power to intervene with national authorities to obtain visas.

c) Availability of services needed to perform the contract in line with best professional practice:

The tenderer shall provide a description of the technical equipment and measures employed to ensure the quality of supplies and services, and a description of the firm's study and research facilities specifically linked to the performance of the contract (see list of services described in point 2.1 of Annex 1 – Technical specifications).

d) Additional requirements for joint tenders:

In the case of a tender submitted by consortia or groups of service providers, each member shall provide evidence of their economic and financial capacity.

The following elements shall also be attached to the tender:

- A document featuring the name of the company designated to represent the consortium, with the credentials of the person designated to sign the contract or to maintain contact with the CoR on behalf of the consortium;
- A document clearly stating the composition and structure of the consortium or similar entity (company/temporary association, etc.), and what legal form their cooperation will take, should they be awarded the contract, and whether this change is necessary in order to fulfil the contract;
- A letter signed by each member stating their commitment to carry out the services required in the tender, clearly indicating their role, qualifications and experience.

e) Additional requirements for tenders that may involve subcontracting:

If the tender includes the use of subcontractors, tenderers shall provide evidence of the economic and financial standing (see point 14.2.2) of each subcontractor whose tasks represent more than 20% of the contract's value.

The following elements shall also be attached to the tender:

- A declaration is also required for identified subcontractors whose intended share of the contract is above 20%.
- A document clearly stating the identity, roles, activities and responsibilities of (each of) the subcontractor(s) and the volume/proportion of the tasks of (each) subcontractor.
- A letter of intent from each (of the) subcontractor(s) clearly stating their intention to cooperate with the tenderer should they win the contract and the extent of the resources that they will put at the tenderer's disposal in order to fulfil the contract.

If there is to be no subcontracting, tenderers shall provide a document certifying that they do not intend to subcontract and that they shall inform the CoR of any change in this situation.

Any tenderer with a professional conflict of interest that may affect the performance of the contract may be rejected on the grounds of not meeting the selection criteria regarding professional capacity.

14.3. Award criteria

Bids from tenderers who do not satisfy the exclusion or selection criteria will not be considered for the award of the contract.

The award of the contract is based on the most economically advantageous tender, according to the best-price-quality ratio award method.

14.3.1. Quality evaluation

The quality assessment shall be based on a **simulation/case study** that has been drawn up (see Annex 4). Tenderers shall describe the approach they propose to use in order to achieve the objective described in the simulation/case study. The approach proposed shall clearly demonstrate the quality, creativity and profitability of the bid, as well as the validity and quality of the technical solutions proposed. Tenderers may thus provide proof of their skills, the quality of their management and their use of human resources.

The approach proposed will be assessed in the light of the quality award criteria set out under Points A, B, C and D listed below.

| Quality award criterion | Explanation of the criterion's scope | Maximum number of points per criterion (weighting) | Minimum points to be obtained (at least 60% per criterion and 42 in total) |
|---|---|--|--|
| A. Management of resources and work distribution among the team: allocation of resources, role and responsibilities of each member of the team, continuity of service, interaction with the CoR. | This criterion will assess the work distribution among the tenderer's team based on the responsibilities of each member in order to ensure service continuity and smooth interaction with the CoR. Clear, well-defined and reasonably distributed responsibilities ensuring a high level of service continuity and smooth interaction with the CoR will result in a higher score. When work is carried by sub-contractors, description of the work organisation and the quality control mechanisms, sub-contractors' management mechanisms and adequate arrangements to identify any new sub-contractors who will perform services under the best conditions, particularly in terms of the quality/price ratio. | 10.5 | 6.3 |
| | Clarity of management and appropriate allocation of resources (human and technical) proposed by the tenderer to ensure maximum efficiency, cost effectiveness, speed and quality of the requested services. The tenderer must explain how the proposed team will be composed and organised, and how they will guarantee the availability of required profiles and continuity of service throughout the duration of the simulation/case study. The actual cost presented in the simulation will be taken into consideration from the point of view of the tenderer's capacity for realistic presentation and planning. | 14 | 8.4 |
| | The tenderer must demonstrate how he will tackle the geographical / language complexity of the project, including coordination of work at EU level. | 3.5 | 2.1 |
| B. Delivery deadlines: delivery time, emergency procedures, flexibility. | This criterion will assess the delivery time, emergency procedures and flexibility measures proposed by the tenderer in order to reply responsively and | 8.75 | 5.25 |

| | | | |
|--|---|------|------|
| | successfully to the simulation/case study. The emergency procedures and flexibility measures should be detailed and specific to the tasks at hand. Generic procedures and measures will result in a low score. | | |
| C. Validity and quality of the solutions proposed in relation to the objectives and specific needs regarding the simulation | Adequacy of proposed solutions specifically adapted to the event. The tenderer must offer innovative approaches and solutions, and deliver original and creative quality products. | 10.5 | 6.3 |
| | Tenderers shall demonstrate that they understand the institutional and political context and appropriately outline the approach proposed in order to achieve the CoR's objectives and provide the services and/or products required. | 7 | 4.2 |
| | Methods of quality control of the service and products provided and adherence to deadlines. Description of the measures taken to ensure quality, e.g. tools available for qualitative/quantitative monitoring and reporting on the services provided. The quality system should be detailed and specific to the tasks at hand; a generic quality system will result in a low score. | 7 | 4.2 |
| D. Environmental aspects | Tenderers must propose concrete measures to minimise the environmental impact in the simulation/case study, aiming e.g. at paperless service provision, by way of general environmental measures as well as specific proposals of additional efforts. | 8.75 | 5.25 |
| Total | | 70 | 42 |

The result of the quality evaluation is the sum of the number of points obtained following evaluation of each criterion. Only those tenders that are awarded at least 60% for each criterion and a total score of at least 42 points will be considered for award of the contract.

14.3.2. Financial evaluation

a) Financial tender form

The tenderer shall use the financial tender form attached in Annex 5.

The financial tender form covers the majority of tasks that the contractor could be required to perform, although this list is not exhaustive: **Price per unit for each product/service/deliverable or performance, and local suppliers.**

The tenderer shall provide prices per unit, **including all expenses and charges**, for each product/service/deliverable or performance as listed in financial tender form in Annex 5. No separate staff costs (including coordination or management costs) shall be charged.

This applies for events within and outside Brussels. In specific cases only, travel and accommodation costs for moderators and speakers may be reimbursed, upon prior approval by the Committee.

b) Prices in the financial tender form

For the financial tender, tenderers must use the standard price table in Annex 5.

Prices shall be fixed amounts and quoted in euros. For tenderers in countries which do not belong to the euro area, the price quoted may not be revised in line with exchange rate movements. It shall be for the tenderer to select an exchange rate and accept the risks or benefits deriving from any variation.

Prices must be all-inclusive and cover all costs relating to performance of the contract, for each product/service/deliverable, as set out in the financial tender form, Annex 5.

As the European Union's institutions are exempt from all taxes and duties, under the provisions of the Protocol on the privileges and immunities of the European Union, annexed to the Treaty on European Union and to the Treaty on the Functioning of the European Union (Protocol No 7), prices shall be calculated exempt from all taxes and duties.

Each contractor shall undertake to respect existing national legislation with regard to any payments received from the CoR under the contract and with regard to social matters and labour legislation.

Travel and accommodation expenses for moderators and speakers related to ad-hoc missions not foreseen in the tender specifications require prior authorisation from the Committee and may be reimbursed separately in accordance with Article I.5.3 of the draft contract (see Annex B – Framework Contract) and should not be included in the bid. Journeys within Brussels: no transport costs shall be reimbursable. These costs in Brussels shall be considered as included in prices provided in the bid.

The financial proposal presentation form contained in Annex 5 must be completed in full and should not be altered in any way. Any incomplete or amended proposal will be excluded from the evaluation procedure.

c) Price of the tender

The prices of the tender shall consist of:

Estimated lists of goods/services/deliverables or performances indicated in the financial tender form, for events taking place both within and outside Brussels.

The financial tender form is split into two columns:

- Price I: Total amount in EUR of Column I, corresponding to the services that are most used by the CoR.
- Price II: Total amount in EUR of Column II, corresponding to the services that are used to a lesser extent by the CoR.

For each column, only the blank cells should be completed. The tenderer should not enter anything in the cells highlighted in grey.

d) Weighting of the tender

The following weighting rule for price has been introduced in the financial tender form:

- Prices in column I will be allocated 28 points

| | |
|-------------------------------------|-------------|
| Lowest tender price column I | x 28 |
| Tender price column I | |

- Prices in column II will be allocated 2 points

| | |
|--------------------------------------|------------|
| Lowest tender price column II | x 2 |
| Tender price column II | |

15. FINAL ASSESSMENT AND AWARD OF THE CONTRACT

The contracts shall be awarded to the tenderers offering best value for money.

Only tenders meeting the requirements of the preceding steps shall be considered for the contracts.

Tenderers shall be placed on a list according to the total points allocated for the award criteria, to establish the order of tenders offering the best value for money in terms of the quality of the proposed services and the prices offered.

The total number of points awarded for each tender shall be calculated as follows:

| | | | | | | |
|--|----------|-------------------------------------|-------------|----------|--------------------------------------|------------|
| Qualitative mark for the tender | + | Lowest tender price column I | x 28 | + | Lowest tender price column II | x 2 |
| | | Tender price | | | Tender price | |

The contracts shall be awarded to the two tenders achieving the highest scores after the final evaluation.

16. VARIANTS

Variants shall not be permitted.

17. NO OBLIGATION TO AWARD THE CONTRACT

The launch of a tendering procedure shall not imply any obligation on the part of the Contracting Authority to award the contract or to order the volumes set out in the specifications and its annexes.

The Contracting Authority shall not be liable for any compensation to tenderers whose tenders have not been accepted; nor shall the Contracting Authority be liable if it decides not to award a contract.

The costs of preparing and sending out the tender shall be met by the tenderer.

18. COSTS

The costs of preparing and submitting the tender shall be met by the tenderer.

19. CONTENT OF THE TENDER TO BE SUBMITTED BY THE TENDERER

The tender must be signed by the tenderer's authorised representative(s). It must be submitted in three copies (one original and two copies of the original) in one of the official languages of the European Union. Tenders may be drafted in any of the EU's official languages. **The submission of a tender for only part of the services covered by this contract is expressly excluded and will lead to the exclusion of the tender.**

All documents submitted by the tenderers will become the property of the European Committee of the Regions. These documents will be treated as confidential.

The tender shall be submitted in **three parts**, in accordance with the following model:

Part I: Administrative proposal

The administrative proposal shall consist of general information and shall specifically include all the information and documents required in Points 13 and 14 of these specifications to verify **cases for exclusion** and to analyse tenderers' capacity on the basis of the **selection criteria** and the forms attached as Annexes (legal entity form and financial identification form, duly completed and signed as originals).

IDENTIFICATION

| | |
|--|--------------------------------------|
| <p>Identification Form duly signed by an authorised representative</p> <p>In the case of a group/consortium or subcontractor accounting for more than 20% of the total contract value: description of the separation of tasks and identification of the members / subcontractors</p> | <p>See Point 13 + Annex 2</p> |
| <p>- Legal Entity Form (all members of the group in case of joint tender) including supporting document</p> <p>- Financial Identification Form (leader in the case of joint tenders) including supporting documents</p> | <p>See Point 13 + Annex 2</p> |
| <p>Power of attorney given by members of the consortium to the leader (for joint bids)</p> | <p>See Point 13</p> |
| <p>Subcontractors accounting for more than 20% of the total contract value must provide a letter of intent stating their willingness to provide the services foreseen by the bid and in line with the present tender specifications.</p> | <p>See Point 13</p> |

EXCLUSION CRITERIA

| | |
|--|--|
| <p>Declaration on Honour duly dated and signed</p> <p>(one for each member of the group in the case of a joint tender, one for each subcontractor whose share of the contract is above 20% and one for each subcontractor below this threshold whose capacity is necessary to fulfil the selection criteria)</p> | <p>See Point 14.1 + Annex 3</p> |
|--|--|

SELECTION CRITERIA

| | |
|--|--|
| <p>Legal and regulatory capacity: Identification Form duly signed by an authorised representative</p> <p>In the case of a group/consortium or subcontractor accounting for more than 20% of the total contract value: description of the separation of tasks and identification of the members/subcontractors</p> | <p>See Point 14.2 + Annex 2</p> |
| <p>Financial and economic capacity:</p> <ul style="list-style-type: none"> - A copy of the balance sheets and operating accounts for the past three financial years - A statement showing specific annual turnover - Proof that the tenderer has civil and professional liability insurance | <p>See Point 14.2</p> |

| | |
|--|---------------------------------|
| Technical and professional capacity: - Professional experience in similar services - Necessary human resources to perform the contract - Technical resources and equipment needed to perform the contract - Additional requirements for joint tenders - Additional requirements for tenders that may involve subcontracting | See Point 14.2 + Annex 6 |
|--|---------------------------------|

Part II: Qualitative proposal

The qualitative proposal shall describe how the tenderer intends to perform the tasks set out in the contract, respecting all the obligations laid down in the tender documents and the technical specifications, and shall include all information and documents required for the qualitative evaluation of the tenders. The structure of the qualitative tender shall reflect the nature of the requested services as described in Annex 4.

| | |
|-------------------------|---------------------------------|
| Simulation / Case Study | See Point 14.3 + Annex 4 |
|-------------------------|---------------------------------|

Part III: Financial proposal

Completed financial tender form (only on the form provided for that purpose – Annex 5), duly filled in, dated and signed on each page.

| | |
|-----------------------|---------------------------------|
| Financial Tender Form | See Point 14.3 + Annex 5 |
|-----------------------|---------------------------------|

LIST OF ANNEXES:

- Annex 1: Technical Specifications
- Annex 2: Identification Form with all supported documents (Legal Entity and Financial Identification Form)
- Annex 3: Declaration on honour on Exclusion and Selection Criteria
- Annex 4: Case Study
- Annex 5: Financial Tender Form
- Annex 6: Model CV
- Annex 7: Environmental policy of the European Economic and Social Committee and the Committee of the Regions