

**TERMS OF REFERENCE**  
**MULTIPLE FRAMEWORK CONTRACT**

**Table of Contents**

1. Background Information .....	3
1.1 Beneficiary .....	3
1.2 CEFTA Secretariat.....	3
1.3 Background .....	3
1.4 Current situation in the sector.....	6
1.5 Related programmes and other donor activities.....	6
2. Context of the Project.....	7
2.1 Organisation of events, conferences, workshops and meetings.....	7
2.2 Organisation of travel missions.....	8
3. Description of Work to be Carried .....	8
3.1 Description of services.....	8
3.2 Specific logistical and technical tasks.....	8
4. Award Procedures: Multiple Framework Contract.....	22
5. Request for Services.....	23
5.1 Procedures: PART 1 Organisation of events, conferences, workshops and meetings .....	23
5.2 Procedures: PART 2 Organisation of travel missions.....	24
6. Groups of Companies.....	25
7. Stability of Services .....	26
8. Place of Performance of Services.....	26
9. Duration of the Contract.....	27
10. Budget.....	27
11. Payment Procedure .....	27
11.1 Pre-financing.....	27
11.2 Payment of the balance .....	27
12. Suspension of the Right to Receive a Request for Services .....	28
13. Price Revision .....	28
14. Contractual Conditions .....	28
15. The Tenderer Must Include (see Tender Dossier for the Standard Forms to be Used):.....	28
16. Quotation of Prices .....	29
17. Exclusion Criteria.....	29



**CEFTA**

Central European Free Trade Agreement

**SECRETARIAT**

18. Selection Criteria.....	31
18.1 Economic and financial capacity of the tenderer .....	31
18.2 Professional capacity of the tenderer.....	32
18.3 Technical capacity of the tenderer .....	32
19. Award Criteria for the Choice of Framework Contractor .....	32
ANNEX I: QUOTATION FORM FOR PRICE .....	33

## 1. BACKGROUND INFORMATION

### 1.1 Beneficiary

The Signatory Parties of the Central European Free Trade Agreement (CEFTA) 2006 (“Agreement”)<sup>1</sup> (“CEFTA Parties”).

### 1.2 CEFTA Secretariat

The Secretariat of the Central European Free Trade Agreement 2006 on behalf of the CEFTA Parties (“Secretariat”).

### 1.3 Background

CEFTA framework is composed of multiple bodies made of representatives of the CEFTA Parties, supported and coordinated by the CEFTA Secretariat.

- **CEFTA Secretariat**

Implementation of CEFTA 2006 is supported by a permanent Secretariat located in Brussels established in accordance with the Article 40.2 of CEFTA 2006. The overall function of the Secretariat is to provide technical and administrative support to the Joint Committee and anybody established by it, as defined by its mandate set out in the Joint Committee (hereinafter JC) Decision 1/2018. The functions of the Secretariat can be summarised as follows:

- Support the supervision of the implementation of the CEFTA 2006 by deploying implementation monitoring mechanisms and recommending to the Joint Committee how to enhance the effectiveness of implementation of the Agreement and
- Facilitate the administration of the implementation of the Agreement by: preparing the initial drafts of all documents discussed and adopted by the CEFTA Bodies; supporting the Chair in Office of CEFTA in organisation and follow-up of all meetings of the Joint Committee and of other CEFTA Bodies; preparing and presenting technical opinions to the corresponding agenda items of the meetings of CEFTA Bodies or the ones organised by CEFTA Parties and other Regional or International Organisations; negotiating, co-ordinating, and reporting on donor funded assistance for regional trade related activities; acting as CEFTA Secretariat by implementing procurement rules in tendering procedures; maintaining the official archive of the Agreement in liaison with the Depositary/Acting Depositary; supporting the implementation of the trade related components of the SEE strategy and the Common Regional Market Action Plan, and all other regional Actions in the context of any other economic initiatives or in trade related international organisations related to CEFTA; liaising with the European Commission and other relevant partners and donors to secure and manage technical and financial assistance on behalf of the CEFTA Parties in the implementation of any regional strategy or plan which involves CEFTA Bodies and informing regularly the Joint Committee thereof.

In the context of CRM AP governance system, CEFTA Secretariat oversees coordination of the CEFTA led activities in the Regional Trade Area and together with the Secretariat of the Regional Cooperation Council it monitors and reports progress back to the Western Balkan Six.

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<sup>1</sup> Albania, Bosnia and Herzegovina, Macedonia, Moldova, Montenegro, Serbia, and the UN Interim Administration Mission in Kosovo (UNMIK) on behalf of Kosovo in accordance with the UNSC Resolution no: 1244

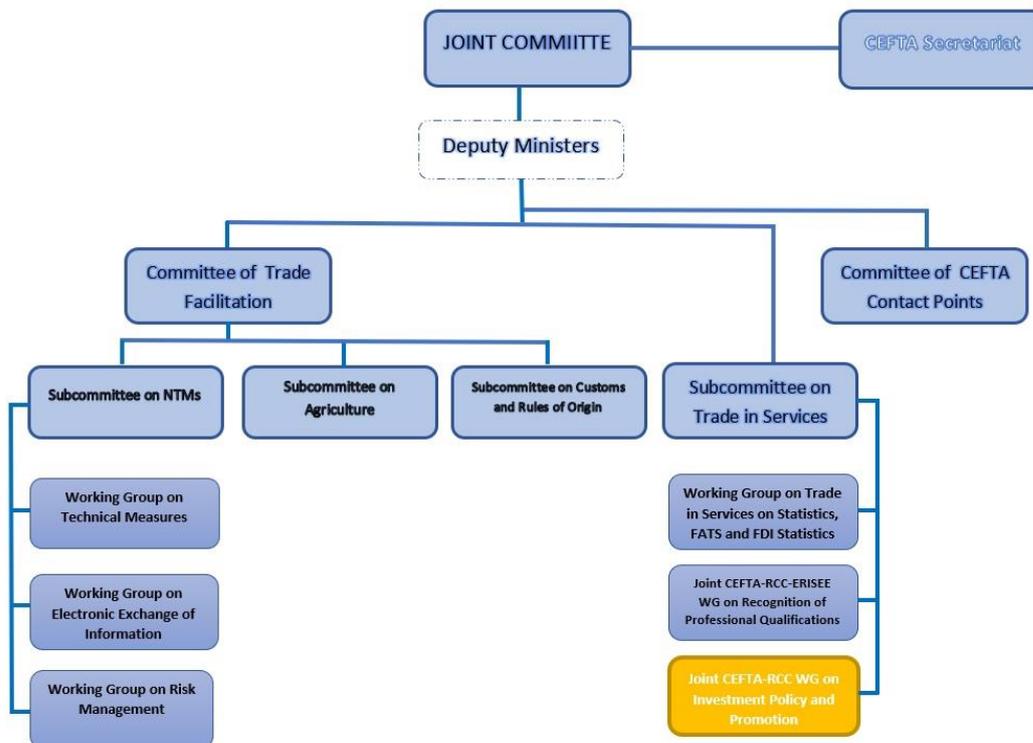
CEFTA Secretariat prepares input on CEFTA activities for regular reports on implementation of CRM AP. CEFTA Secretariat takes an active part in the coordination mechanism set for monitoring and governing of the CRM AP. This involves contribution to organisation and participation in the meetings of the Common Regional Market coordinators, which take place multiple times a year. Furthermore, it organises discussions of relevant CRM AP Actions in the meetings of CEFTA Bodies or, when needed, contact points for different sections of Regional Trade Area or designated experts for particular activity. The CEFTA Secretariat may also participate in the meetings related to bilateral, plurilateral or global initiatives involving CEFTA Parties, where issues related to the implementation of CEFTA 2006 or CRM AP may arise. Finally, the CEFTA Secretariat reports to the leaders of the WB6, through active participation in the WB6 leaders' summits.

- **CEFTA Bodies**

**Joint Committee** (CEFTA 2006, Article 40) is the only decision-making body established in accordance with Article 40 of CEFTA 2006 which supervises and administers the implementation of the Agreement. It is composed of the ministers in charge of trade from each Party and it is entrusted to supervise and administer implementation of the agreement. The JC meets at least once a year and can adopt decisions and recommendations. The JC is chaired by one of the parties and this function revolves on an annual basis in alphabetical order.

**Committee of Trade Facilitation** (JC Decisions 7/2014 and 1/2015) is tasked to develop and broaden cooperation among CEFTA Parties and to address the issues which are related to facilitation of the regional trade in CEFTA with a view to reduce trade costs, while balancing trade facilitation with increasing requirements for safety and security measures in international and regional supply chain.

**Committee of Contact Points** (JC Decision No. 1/2015) is tasked to support the smooth functioning of the Agreement and the fulfilment of the decisions, conclusions and recommendations of the Joint Committee both within the Contracting Party concerned and with all CEFTA stakeholders.



### ***Subcommittees***

- The Subcommittee on Non-Tariff Measures is tasked to identify non-tariff measures that can potentially have an economic effect on international trade in goods, changing quantities traded, or process or both, review those identified measures and propose measures for their elimination;
- The Subcommittee on Agriculture including Sanitary and Phytosanitary Issues is tasked to contribute the promotion and facilitate trade in agricultural products within the region and to discuss and coordinate to the maximum extent the policies on agriculture and protection of plant health, animal health and food safety and other relevant areas in accordance with articles 11 and 12 of CEFTA 2006;
- The Subcommittee on Customs and Rules of Origin is tasked to simplify and facilitate customs procedures and to coordinate implementation of common rules of origin in CEFTA (in accordance with article 14.4 of CEFTA 2006); and
- The Subcommittee on Trade in Services is tasked to strengthen and deepen the intra-CEFTA cooperation in the field of trade in services by facilitating the implementation of the commitments in Additional Protocol 6 on Trade in Services.

### ***Working groups***

- Working Group on Technical Measures deals with non-tariff measures stemming technical measures with a view of eliminating the discriminatory measures constituting non-tariff barriers to trade.
- Working Group on Risk Management is deals with management of public authorities and agencies involved in clearance of goods seeking to facilitate the regional trade while improving the overall quality and deterrence of customs, security, and safety controls and inspections.
- Working Group on Electronic Exchange of Information covers issues related to IT capacities and to facilitate regional trade while improving the overall quality of customs, security and safety controls and inspections.
- Working Group on Trade in Services Statistics, FATS and FDI Statistics is tasked to improve the quality of international trade in services statistics and harmonise statistics with those of the European Union.
- Joint CEFTA-RCC-ERISEE Working Group on Recognition of Professional Qualifications deals with mobility of professionals.
- Joint CEFTA-RCC Working Group on Investment Policy and Promotion is established with to deepen regional trade and investment links, and support policies that are non-discriminatory, transparent and predictable and that enhance the flow of goods, investment, services and people within the region.

### ***SEED+ project***

The purpose of this action is to develop and implement the system SEED+, which will enable electronic exchange of trade documents in the Western Balkans in line with the provisions and actions agreed in CEFTA Additional Protocol 5 (AP5).

The Grant Contract was signed with the European Commission in December 2018 for a duration of 5 years.

Two SEED+ project staff are based in the CEFTA Secretariat in Brussels: Project Manager and Project Assistant.

## 1.4 Current situation in the sector

The mandate of CEFTA Secretariat was modified at the Joint Committee meeting in Pristina on 27 April 2018 in the presence of representatives of all the CEFTA Parties.

The Secretariat is led by a Director who is supported by, a Technical unit, an Administrative unit and a Project unit for the SEED+ project.

In total, the CEFTA Secretariat employs 15 staff based in Brussels.

All CEFTA Bodies are composed of representatives of CEFTA Parties, with one Party having a role of the chair for a period of a calendar year. When established, CEFTA Bodies are assigned with their respective mandates and tasks which are then translated into working programmes. Working programmes are annual and are associated to annual chairmanship. They list priorities, activities and resources planned for each year. CEFTA Chairmanship priorities are annual document adopted by Joint Committee which lays down key priorities to be pursued by all CEFTA Bodies.

The CEFTA Secretariat is co-financed by the contributions of the CEFTA Parties and the European Commission through Action Grant.

## 1.5 Related programmes and other donor activities

On 10 November 2020, the leaders of the Western Balkans adopted a new, more ambitious framework for regional economic integration – **Common Regional Market Action Plan** (hereinafter CRM AP) for the period 2021-2024. The Action Plan builds on the results of the Multiannual Action Plan for Regional Economic Area<sup>2</sup> and contributes to the implementation of the European Commission's Economic and Investment Plan for the Western Balkans (SWD(2020) 223 final<sup>3</sup>). Its activities are divided in four major pillars: Regional Trade Area, Regional Investment Area, Regional Digital Area and Regional Industrial and Innovation Area.

Regional Trade Area is structured around the four freedoms (free movement of goods, services, capital and people). This makes it the most ambitious regional integration effort to date in the Western Balkans. The CRM AP represents a stepping-stone to integrate the region more closely with the EU Single Market before accession. This is key for the region to leverage its privileged relation with the EU.

Regional economic integration based on EU rules and closer association to the EU Single Market will help the Western Balkans in the accession process. At the same time, the accession process and the gradual compliance with the EU *acquis* will help strengthen intra-regional integration.

Building a common market of 18 million people – potential game changer for the region.

The CRM AP aims to address the current economic fragmentation of the region. As an example, trucks spend 28 million hours waiting at borders every year – a burden that costs 1% of the region's GDP. Potential benefits of the implementation of the CRM AP are: (1) it increases the benefits of the big infrastructure projects (which require a minimum level of market integration within the region), (2) it builds on the regulatory convergence process (*acquis* alignment) in which the entire region is engaged (3) it has the potential to make the region a more attractive investment destination, able to benefit from nearshoring opportunities emerging from the pandemic context.

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<sup>2</sup> Therefore, whenever this document refers to CRM in relation to activities and actor, these would be limited to 2021 and 2022, whereas activities in 2020 would refer to MAP REA policy framework.

<sup>3</sup> [https://ec.europa.eu/neighbourhood-enlargement/system/files/2020-10/communication\\_on\\_wb\\_economic\\_and\\_investment\\_plan\\_october\\_2020\\_en.pdf](https://ec.europa.eu/neighbourhood-enlargement/system/files/2020-10/communication_on_wb_economic_and_investment_plan_october_2020_en.pdf)

Central European Free Trade Agreement, in addition to Regional Cooperation Council (RCC), plays a prominent role in coordinating and supporting the Western Balkans in this endeavour. In particular CEFTA has been tasked to deliver trade related activities which are namely part of the Regional Trade Area.

Most of the activities: regional meetings will be organized in the CEFTA Parties/region of the respective Chairs: Montenegro in 2023, Serbia in 2024, Kosovo in 2025 and Albania in 2026.

## 2. CONTEXT OF THE PROJECT

By means of this Call for Tenders, the CEFTA Secretariat seeks to conclude **a multiple framework service contract with at least three economic operators** capable of providing a wide range of services to support events organisation, meeting management and mission of the CEFTA Secretariat staff members.

The CEFTA Secretariat organises virtual, hybrid or physical events. The exact format of the meeting will depend on its type and goals and will be indicated in each specific request for service.

Venues for CEFTA events vary, depending on the objective and main stakeholders for the event. The majority of physical events take place in the CEFTA region or in Brussels.

In the context of its activities, the CEFTA Secretariat organises once a year (usually in November/December its most important event called *the CEFTA week* in the CEFTA Parties chairing the CEFTA bodies for year) and organises and participates in Joint Committee, Committee of Trade Facilitation, Committee of Contact Points, Subcommittees, Working groups, events, workshops, (regional) conferences, meetings and travel missions in different countries of the CEFTA region to conduct an active dialogue with its working partners.

Furthermore under SEED+ Project due to involvement of variety of sectors that are included: trade, ICT, customs, food and veterinary, sanitary and phytosanitary, medical products, market surveillance, many meetings are predicted to be organized most of them in the region.

Tenderers need to consider the following aspects:

- A cancellation policy completed with a refund policy and notice periods applicable, (including the change of travelling plans for participants) must be clearly outlined.
- Additionally, flexibility during weekends and holidays is welcomed. In particular the prospective contractor has to be available for urgent queries arising outside normal working hours and stretching at least two hours before normal working hours and three hours after normal working hours. To this end, a specific after-hours phone number (fixed or mobile) shall be notified to the designated CEFTA staff member.

### 2.1 Organisation of events, conferences, workshops and meetings

Such services will consist of providing full logistical support to organise the CEFTA Week, Joint Committee, Committee of Trade Facilitation, Committee of Contact Points, Subcommittees, Working groups, events, workshops, (regional) conferences, meetings in the context of, mainly but not exclusively, CEFTA and the SEED+ project.

## 2.2 Organisation of travel missions

Additionally, the services will consist of the organisation of travel missions of CEFTA staff members and/or project staff and/or speakers and/or experts. The services will be provided mainly but not exclusively in CEFTA Parties, in the European Union and in Switzerland.

### 3. DESCRIPTION OF WORK TO BE CARRIED

#### 3.1 Description of services

The framework contract is divided into two parts:

- PART 1: Organisation of events, conferences, workshops and meetings
- PART 2: Organisation of travel missions

#### 3.2 Specific logistical and technical tasks

The Contractor will be responsible for the organisation, logistics and management of the planned events, conferences, workshops and meetings, as well as the organisation of the planned travel missions. These activities could include the following (this list is not exhaustive):

- A. Booking, purchasing, modification and cancellation of travel tickets, including the dispatch to sponsored participants<sup>4</sup> CEFTA staff members and/or project staff and/or speakers and/or experts.

Air tickets: Unless otherwise indicated in the specific request for services, these are economy class tickets (and include airport tax). Flight tickets are to be arranged from the nearest available airport of the place of work/residence of the invitee and/or the capital city of the respective country to the airport of the city where the event takes place. Bookings for any but the usual most economical and direct routes, and tickets for any class other than economy, must be expressly authorised beforehand by the CEFTA Secretariat. The Contractor should provide electronic tickets. The price MUST be written on the e-ticket.

Rail tickets: Where more appropriate (generally for journeys not exceeding a one-way distance of 400 km and not including a sea crossing which can only be made by boat), travel may be arranged by rail rather than air (second class for both international and for domestic journeys). Where the Contractor cannot fulfil these conditions and proposes an alternative, the Project Manager on behalf of the CEFTA Secretariat must authorise the alternative beforehand.

Car travel: If it is more appropriate to travel to an event by car, the Contractor may organise a vehicle plus a driver for the return journey. If several participants from the same destination travel by the same car, the Contractor must organise a vehicle with the appropriate size in relation to the number of participants. Participants shall not be refunded the travel costs if they use their own vehicle.

Changes and Cancellations: The Contractor must provide participants with the necessary assistance whenever changes have to be made to tickets. Also, the Project Manager on behalf of the CEFTA Secretariat must be notified immediately of any major changes to flight times (and if any the price) and its approval of such changes must first be obtained. Should there be no reaction from the Project Manager, the change cannot take place. The Contractor must take whatever steps are necessary to ensure that any requests for cancellation are settled in the best interests of the CEFTA Secretariat. Any additional costs owing to negligence attributable to the

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<sup>4</sup> See point 3.3 (letter Q) of these terms of reference for definition.

Contractor will be borne by the Contractor, such as, but not limited to, incorrect spelling of participants' names, etc.

Delivering tickets: The Contractor shall contact sponsored participants and speakers and CEFTA staff or Project staff as necessary to make arrangements for sending electronic or paper tickets or making them available for collection at the airport/station of departure.

Travel arrangements shall be made on the basis of a list of participants transmitted to the Contractor by the CEFTA Secretariat. Any changes requested by the CEFTA Secretariat shall be notified to the Contractor as rapidly as possible. Should these changes result in extra costs, those costs shall be notified to the CEFTA Secretariat and, if accepted, charged to the contract. The Contractor shall be responsible for all aspects of the travel arrangements including direct contacts with the sponsored participants and speakers and CEFTA staff.

In case of a change of an issued ticket, the contractor must be able to rearrange travel for another date or time providing the best alternative to facilitate the completion of mission objectives or meeting attendance.

Where the person concerned has no usual place of employment, their usual place of residence may be taken as their place of origin.

In all cases, the participants indicate their official address to the CEFTA staff responsible for the event.

In case of cancellation of an issued ticket (requested by CEFTA staff) at short notice, the contractor shall endeavour to minimise any penalties likely to be incurred by CEFTA.

No penalties by the airlines attributable to the fault of the contractor will be accepted by CEFTA. The refund of travel tickets not used and the tax refund for cancellation shall be reimbursed to CEFTA following the cancellation request. Such a refund must be offset in the invoice.

The prospective contractor has a duty to keep CEFTA informed at all times on the status and potential changes of an issued ticket for unforeseen reasons including information on such aspects as schedules, prices, extra charges applicable etc.

CEFTA will not accept bookings for services which will result in 100% cancellation fees if the cancellation/change has been requested within a reasonable period before the mission.

The general cancellation policy must be clearly outlined in the technical proposal.

B. Assistance with obtaining visas

The Contractor may be required to assist sponsored participants in obtaining in due time any visas they may need in order to travel to the venue of the event. Such assistance will consist of the provision of all the information and documentation (e.g. administrative forms) required by the participants in order to obtain the necessary visas. Whenever participant encounters problems obtaining a visa, the Contractor must inform the CEFTA Secretariat immediately.

C. Event coordinator

The Contractor will nominate an event coordinator, who will be required for a conversation within a reasonable delay after the signature of the specific contract.

The presence of the event coordinator may be required in the margins of the dates of the events to supervise the smooth running and the logistics on the ground as well as the coordination of tasks that s/he allocates to local service providers.

D. Preparing name badges and conference/press kits and distributing them to participants

The event/press kits may be required to bear the CEFTA logo, (and or the SEED+ logo, or the EC logo) the conference title, the place and date of the event and anything else that may be indicated in the specific request for services. These kits must include all the documentation specified by the CEFTA Secretariat in the specific request for services and be in accordance with the EU's Communication and Visibility Manual for EU External Actions, where appropriate.<sup>5</sup>

The CEFTA Secretariat will send relevant documents for the event/press kits by e-mail to the Contractor not later than 5 days prior to the date of the event.

Design, supply and production of badges and nameplates (also CEFTA Parties nameplates per participant) and any other materials (in accordance with the CEFTA template) with possibility to print them on the spot during meetings and events.

This might include smart badges or other event-tech solutions replacing traditional paper/plastic badges to drive attendee engagement.

E. Insurance

If specified by the CEFTA Secretariat in the specific request for services, the Contractor shall ensure that participants are covered by a medical, accident and where appropriate, repatriation insurance.

F. Hotel reservations and accommodation

Offer suitable quality hotels (five, four or three stars, single/double used as single rooms, including breakfast) in close proximity to the venue. The same quality level and a similar location should be provided for all invitees and as many rooms as possible should be booked in a minimum number of hotels.

Negotiate accommodation allotments in close proximity with meeting/event venues. As many rooms as possible should be booked in a minimum number of hotels.

Negotiate room rates, complimentary rooms, cancellation fees and no-show policies. Ensure flexibility on release dates to accommodate planning changes. Reserved rooms have to be guaranteed (no overbooking).

Collect and manage guest's reservations (e.g. through vouchers) and update rooming lists accordingly. Any updates such as changes, cancellations and late arrivals/early departures must be communicated to hotels in a timely manner to minimise penalties. Dispatch hotel vouchers and hotel confirmations to guests.

Reservation of hotel rooms (both for participants paid for by CEFTA or otherwise. Hotel rooms have to be guaranteed (no overbooking should be considered and 100% cancellation fees shall not be usually accepted unless with prior written agreement). In the case that the booking is cancelled until 24 hours before the actual date that the booking applies, no cancellation fees should be applied. In the situation where a cancellation occurs last minute and within a short period of notice (i.e. the same day of the reservation), the Tenderer should in principle take into account the minimum applicable cancellation fee.

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<sup>5</sup> Communication and Visibility Manual for EU External Actions, April 2008. You may find this communication manual at [http://ec.europa.eu/europeaid/work/visibility/index\\_en.htm](http://ec.europa.eu/europeaid/work/visibility/index_en.htm)

Handle early arrivals and late departures as necessary. Inform guests and CEFTA as appropriate on changes regarding their bookings. Inform the hotel on changes regarding guests' bookings as appropriate.

Confirm billed services against ordered ones and confirm to CEFTA prior to invoicing.

As a rule, CEFTA offers participants single room accommodation; only in exceptional cases can a double room be used as a single (this must first be authorised by CEFTA). Double rooms will be organised only upon request for accompanying persons, with the additional cost being at the participant's expense. Offering a shared room to two invitees is not an acceptable practice by CEFTA.

If the event venue is a hotel, CEFTA staff may have to be accommodated therein.

#### CHANGES AND CANCELLATIONS

- The contractor shall indicate its ability to provide a quotation for an alternative hotel of the same or superior standard at the same rate in case of non-availability of hotel accommodation on requested dates.
- In addition, the contractor must be flexible with regard to deadlines for last minute changes/cancellations.
- The contractor shall also be able to book accommodation at a hotel which is suggested by CEFTA, at a special price that CEFTA is entitled to acquire as a participant to an event and to settle the accommodation costs directly with the hotel.

Information on booking flexibility and related costs regarding possible changes or cancellation should be communicated by the contractor in each quotation for accommodation.

Where travel arrangements require that the participant must spend additional night(s) in the hotel or during transit, this must be authorised beforehand by the CEFTA Secretariat.

The Contractor shall settle the hotel bill for sponsored participants and speakers and for the CEFTA staff.

The CEFTA Secretariat may also require the event to be held in the hotel where accommodation has been reserved. In this case the hotel must have an appropriate conference room.

If a sponsored participant is not willing to use the facility of reservation, s/he shall notify the Contractor in due course. If s/he decides to stay in a hotel different to the one selected by the Contractor at his/her own request, arrangements for another hotel shall not be done by the Contractor and shall not be covered by the CEFTA Secretariat, unless in case of unforeseen circumstances (e.g. unavailability of rooms in the selected hotel).

#### G. Local assistance

The Contractor shall be responsible for ensuring that local assistance is available throughout the event to carry out various duties such as:

- Welcoming participants at the airport and/or hotel upon arrival and accompanying them upon departure;
- Assistance at the event: such as welcoming participants, registration of participants, distributing badges,
- Assistance in meeting rooms (e.g. assistance to presenters with their electronic formatting presentations, distribution of documents to interpreters, verification/change

of nameplates after each session, smooth management of Q&A sessions with microphones);

- Support to attendees requiring special assistance;
- Secretarial assistance;
- Translation of documents.

#### H. Local transport

The Contractor shall be responsible for ensuring that local transport is available throughout the event, for example:

- Arranging transfers between airport, hotel and conference venue;
- Arranging transfers between airport and hotel during transit;
- Hiring inter-city / intra-city transfers as part of the conference programme.

The Contractor shall settle the local transport bill for sponsored participants and speakers and for the CEFTA staff.

#### I. Booking and hiring of an appropriate conference/meeting room

In line with the CEFTA Secretariat's indications of place, dates, duration and number of participants, the Contractor will hire the appropriate conference facilities. The Contractor must take into account accessibility and facilities for disabled participants. The Contractor shall as much as possible hire conference facilities in the hotel where the participants are accommodated.

The contractor will identify, negotiate best rates and conditions and propose venues having the features described in each request for services placed by CEFTA. A comparative assessment of proposed venues is requested for CEFTA to select the best option based on predefined criteria.

Continuous liaison with venues to ensure the correct implementation of desired event and meeting formats, including protocol, safety and security plans shall it deems necessary given the format of the meeting/event.

#### J. Additional premises

At the CEFTA Secretariat's request, the hire of additional premises for secretarial work during the event may be necessary. The premises must have a telephone line, internet access, a PC with laser printer and appropriate software, copying equipment, etc.

#### K. Hire of appropriate technical equipment

CEFTA events may require different technical services, for the organisation of the different type of events (physical, hybrid and online events), conferences or workshops, to be covered by the Contractor. These services - subject to be more precisely defined in the Order Form for each event may include, but not limited to the following:

- Organising microphones (table, wireless or other types) for the meeting room;
- Organising conference technician service for the meeting, in order to set-up and dismantle technical equipment and/or where appropriate covering the whole event with the conference technician service;
- Organising a technical and sound system for the conference and/or any other technical needs;
- Organising a videoconferencing connection enabling speakers to join remotely;

- Providing the event venue with WI-FI connection and with high-speed internet connection;
- Organising any required number of plug-in connections for the participant's computers/phones in the meeting room;
- Providing the event venue with a high-resolution video projector, overhead projector and PC with internet connection, a drop-down large screen and a pointer for PowerPoint presentations;
- Organising livestream services for public events;
- Organising videoconference broadcasting services at the venue/meeting room;
- Providing virtual platform services for online events, proposing at least three (3) options for the decision of the CEFTA Secretariat;
- Organising any other conference related services depending on the specific needs of various types of events;
- Provide the technical equipment (hardware and/or software) necessary to deliver the solution as agreed with CEFTA in the previous point. Technical equipment may include, but not limited to, the following:
  - Market-leading audio/video/web conferencing software and service;
  - Multi Conference Unit including the software, and providing the service, referred to in previous point;
  - Microphone system;
  - Loudspeaker system;
  - Video camera system;
  - Video output (projectors, TVs)
  - Internet connection
- Ensure continuous qualified English speaking technical assistance throughout meetings and events.

There might be various types of hybrid events:

- speakers and participants physically present and engaging in a discussion on-site in CEFTA or in any other location integrating virtual participation and interactions of one or several remote speakers or several remote participants;
- speakers and local participants physically present on-site and a large number of participants attending and interacting virtually;
- speakers and moderators present on-site in a studio or other venue and all participants attending and interacting virtually;
- other combination of physical and virtual attendance.

Virtual or physical events with web-streaming are not considered hybrid as web-streaming does not allow the interaction of viewers with the participants and speakers of event.

On each occasion, the CEFTA Secretariat will provide information about the technical equipment, which will be necessary for each event.

#### L. Provision of interpreters

If specified by the CEFTA Secretariat in the request for services, the Contractor shall ensure the provision of interpreters needed to provide the conference interpreting. The CEFTA

Secretariat will communicate requirements beforehand (e.g. languages to be used by speakers). (particular sector, in needed) . Interpreters for the deaf may be required.

The Contractor shall ascertain what language(s), if any, might usefully be provided in simultaneous interpretation to allow active participation of the participants. The languages shall be agreed with the CEFTA Secretariat.

Interpretation services (i.e. simultaneous and consecutive interpretation) and/or the transcription speeches may be requested on a case by case basis, in which case a policy will describe the conditions to deliver the service to CEFTA.

In that case the provision of the following services are foreseen:

- Organise interpretation services (i.e. simultaneous and consecutive interpretation) and provide the relevant technical facilities and equipment,
- Interpreters' booths and technical equipment for simultaneous interpreting (amplifiers, microphones etc.),
- Interpretation services per sets of two interpreters per person per day rates,
- Compile and dispatch preparatory background documents to interpreters.

#### M. Catering

Organise catering services, including cutlery hire for welcome coffees, coffee breaks, lunches and networking/reception cocktails during meetings and events. Attention should be paid to eating habits (e.g. vegetarian and vegan) and special dietary requirements (e.g. gluten/lactose free food) or otherwise (e.g. halal), as well as social and environmental sustainability (e.g. measures to minimise food waste).

Ensure adequate setup by including direction signs. Continuous liaison with suppliers to update the final number of confirmed guests. Indicative example of catering services to be ordered by CEFTA as appropriate in the context of the requirements or each event: Catering (in a venue agreed with CEFTA):

- Buffet lunch (3 courses) with non-alcoholic beverages (1 lunch per event-day),
- Catering (in a third-party venue e.g. in a hotel),
- Buffet lunch (3 courses) with non-alcoholic beverages (1 lunch per event-day),
- Coffee/Tea breaks (2 per day or running throughout the day),
- Dinner (1 dinner per event day; upon request; at a restaurant; buffet or served),
- Cocktail receptions.

Ensure adequate setup and decoration of catering areas, including direction signs and continuous liaison with suppliers to update the final number of confirmed guests if relevant.

Propose suitable restaurants (other than the venue) and present to CEFTA recommendations towards facilitating the final choice. Coordinate with the selected restaurant and promptly communicate any changes in participation to avoid penalties. Prepare and dispatch information on logistics (e.g. how to reach the restaurant and any other relevant details) about the restaurant.

#### N. Selecting and recruiting moderators' services

The Contractor may be required to recruit one or more moderators whose task will be to moderate discussions at the conference.

The request for services for each assignment will specify the level of specific professional experience and skills, knowledge of the seminar subjects and languages required by each moderator to be engaged.

The moderator may be required to demonstrate some trade or other policy related knowledge. His/her CV has to be attached.

O. Manage invitation, registration and participation

The Contractor can be asked to manage participants' registration (mainly external participants' registration, but for some events also internal registration could be asked to be covered) preferably using online tools that will enable to have simple, structured and usable result on the participants' attendance in a meeting, conference and or to an event.

The CEFTA Secretariat reserves its right to choose the way and method it plans to organise the registration of participants in case of different events, conferences or meetings; to be defined in the order form for each event, as appropriate.

The online registration page may include, but is not limited to, the following information:

A title of the event, workshop or conference with the dates and venue; a field to include a visual banner; a field for the participant's contacts' details (including the full name, contact number, e-mail, address, position, organisation, country).

If required, a separate field for participant's emergency contacts' details (including the full name, contact number, e-mail).

A field for asking the participant's attendance at the catering and/or other events organised as part of the meeting (name of the event, date of the event, question on dietary requirements if relevant).

If required, a separate field for indication whether participant agrees to be filmed/photographed during the event, conference or workshop for the purposes of a video productions, of publications (News Item or Press Release), of producing a report, or highlighting the event in Contracting Authority's social media channels.

References to any other information that is relevant to Data Protection Rules, communication and contact details of the CEFTA Secretariat.

It is up to the CEFTA Secretariat to specify which information to include to the registration page based on the needs of each event. This is to be specified in the Order Form for each event.

- The outcome of the online registration has to be in a format that can be seamlessly shared with the CEFTA Secretariat on a regular basis. It needs to be simple and well-structured.
- As an advantage to the online registration functionality will be a technical option that would enable to modify and/or to cancel already existing registration made by the participant.
- The Contractor has to communicate regularly the registration outcome in writing according to the deadlines agreed with the CEFTA Secretariat.
- The Contractor has to manually mark participant status when the event starts and when the event ends.

- The Contractor has to upload attendance list following an overall event/meeting or a session level.
- The Contractor is expected to produce certificates of attendance and any other suitable documentation in paper or in electronic format.

For registration purposes the Contractor may be required to draw up a list of sponsored and non-sponsored participants, as well as speakers. For definitions, see the point 3.3 below.

P. Event management list and online registration platform including web portal, events management software and engagement tools in line with the applicable data protection requirements.

- Create online registration processes for events/meetings of all sizes and types.
- Create dynamic registration paths based on contact category, such as speaker, reimbursed participant or attendee.
- Monitor online registrations and create attendance reports. The prospective contractor is requested to alert CEFTA if registration targets are not met and recommend corrective measures to achieve registration goals in case of significant deviations.
- Support registrant upload of documents such as presentations, biographies or other meeting documents.
- Support registrant upload of documents such as presentations, biographies or other meeting documents. Accept registration modifications or cancellations up until specified dates.
- The prospective Contractor is required to carry out the management of a participants' list on behalf of CEFTA on the basis of instructions given by CEFTA and containing such indicative items as the ones mentioned below:
  - Receipt of registrations and data entry,
  - Registration forms management via a web interface (per participant),
  - Day-to-day management and updating of the list of participants (logistics list),
  - Production of regularly updated lists of participants (for internal use),
  - Production of the final list of participants,
  - Participants list for local administration and printouts,
  - Dispatch information packs for external participants including all relevant details about a meeting or an event. Create and manage the database of participants,
  - Kiosk mode to provide attendees a self-service check-in,
  - Registration statistics and overviews,
  - An acknowledgement (by e-mail) of the event registration shall be sent to the registered participant within the same working day. Additional practical arrangements, if requested by CEFTA, should be communicated at least five days prior to the event.

Q. Contact management

The Contractor may be required to manage the contacts:

- Store contacts per event in a central database,

- Allow import/export of contacts using Excel,
- Find invitees quickly with advanced search,
- Enable contacts to update their own information,
- Create contact groups,
- Merge duplicate contacts into one contact-record,
- Segment contact database based on specific criteria CEFTA reserves its right to organise registration of participants including online registration by means of a web form using its own means.

Pursuant to suitable communication and/or instructions, prospective contractor may be asked to carry out in part or whole the tasks described above.

### 3.3 Specific tasks related to the selection of the participants and speakers, contents of the event as well as advertising and assessment requirements

#### R. Non-sponsored participants

Non-sponsored participants are those whose travel and hotel expenses shall not be reimbursed. These participants will be suggested by the CEFTA Secretariat and may include state and nonstate actors and/or experts and/or civil society representatives.

#### S. Sponsored participants

Sponsored participants are those whose travel and hotel expenses are to be covered by this framework contract. The invitees will be suggested by the CEFTA Secretariat. They may include state and non-state actors and/or experts and/or civil society representatives.

#### T. Contents of the event

The contents of the event shall be adapted to the needs of the different participating organisations and the specific context of the event as defined in the specific request for services.

#### U. Speakers

The CEFTA Secretariat will suggest the speakers. These may include state and nonstate actors and/or experts and /or civil society representatives.

#### V. Advertising requirements

The Contractor shall take appropriate measures to advertise the event in timely fashion among interested stakeholders where requested. In consultation with the Secretariat, the Contractor shall liaise with the media and public administrations in the countries in which the event takes place in order to ensure appropriately targeted coverage of the event, including the preparation of press packs.

Participants must be made aware that the EU is financing or co-financing the event. The EU logo must appear on all documents.

#### W. Communication activities

The Contractor may be required to record/tape the event discussions, produce audio-visual material (CD ROMs, DVDs etc) and provide USB keys containing speeches, paper and presentations delivered at the event for distribution among the event participants. The Contractor may also be required to dispatch these documents by e-mail to the event participants and invitees.

The Contractor may also be required to provide other promotional material, such as pens and/or posters or pictures of the participants attending the event. Such pictures should be sent to the CEFTA Secretariat in order to be uploaded to the CEFTA website.

#### X. Post Event and reporting services

Each participant shall be asked to provide individual feedback concerning the quality and utility of each seminar. This feedback shall be analysed and the results, together with the recommendation to improve future similar events, shall be included in the report of each specific contract/event.

- Develop and process feedback surveys after meetings and events for attendees and speakers.
- Automated emailing of surveys to attendees, including automated reminders to those who have not responded up to the survey closing date.
- Post-event reporting. Preferred formats are infographics for flash reports (max 2 pages with key facts and figures, to be submitted within 5 days after the last event day) or a traditional Word document for more detailed reports with in depth analysis of an event's outcome (expected document length shall be between 5 and 10 pages excluding annexes, to be submitted within 30 days after the event).
- The report should contain: (1) a critical description of the work carried out by the contractor and its subcontractors and a comparison between planned and actual work in case of discrepancies; (2) a detailed analysis of Key Performance Indicators (KPIs), costs and (3) an analysis of criticalities and room for improvement as well as success factors; (4) a list of lessons learned and recommendations.
- Transcription of meeting debates. Final report to be submitted in editable format (i.e. Word) in English within 2 working days after the last meeting/event day.
- Editing of video/audio recordings.

All items (letters A to X) under points 3.2 and 3.3 are to be included in the tender form (Annex I) as flat rates for the services directly rendered by the Contractor. Such amounts may vary depending on the number of participants.

In addition, the maximum costs of the services rendered to the Contractor by third parties in order to enable him to deliver the outputs required under the specific contracts and staff missions shall be specified in the financial estimate drawn up by the Contractor in reply to the request for services.

Once approved by the CEFTA Secretariat, these costs shall be included in the sum to be paid to the Contractor under each specific contract and staff mission organised.

### 3.4 Management structure

A strong management structure shall be required to follow the events, to co-ordinate both the work of the event coordinator, its team and the relationship with the services of the CEFTA Secretariat, and to ensure that the timetable and milestones of the project are met. The tenderer must clearly outline the proposed management structure in the tender.

The composition of the management team will be determined by the Contractor. However, it will comprise as minimum:

- One Project Manager who will have the overall responsibility for the running of the Framework Contract as well as for all Specific Contracts and staff missions.  
**The Project Manager will be the sole contact between the Contractor and the CEFTA Secretariat.**  
**There will be ONE Project Manager for the whole duration of the FWC.**

For each project, the contractor shall nominate one Project Manager acting as a single point of contact vis-à-vis CEFTA for the whole duration of the assignment despite the number of team members, subcontractors and suppliers he/she will coordinate.

In case the Project Manager acting as single point of contact become unavailable during the execution phase of a project, the contractor is required to promptly inform CEFTA and take immediate action to ensure business continuity through the appointment of another staff member who could act as a backup and take over the assignment on a temporary or permanent basis with minimal impact on the project.

- In case, the CEFTA Secretariat request the presence of an Event Co-ordinator: responsible for the appropriate outcome of a specific contract, the Contractor may propose one event coordinator for all specific contracts or the Contractor may propose a different event coordinator for every event organised.

In particular, the management team shall ensure the provision of high-quality services throughout the assignment. It would also be responsible for the day-to-day management of the Framework Contract and its reporting to the CEFTA Secretariat.

**The CV of the Project Manager will form part of the Framework Contract. The CVs of the event coordinators will form part of each Specific Contract. CVs of event coordinators shall be submitted together with the Contractor's Tender but will not be part of the tender evaluation.** Event coordinators' CVs will be part of Contractors' reply to request for services for each specific contract.

The CVs of the management team should clearly indicate their expertise in the work related to the tender (see tasks of the contractor listed under point 3 in this Terms of Reference).

### 3.5 Reporting requirements

There are 3 types of reporting requirements for (1) the Framework Contract in general, (2) each specific event organised with a Specific Contract and (3) each mission for the CEFTA Staff and/or Project staff and/or expert on a CEFTA project.

- **For the Framework Contract**

The Contractor shall provide

- 1) A **half-year report** will be provided to the CEFTA Secretariat within one month following each half year of operations starting with the signature of the contract. This synthetic report will indicate inter alia both positive and well-functioning aspects of the Framework Contract as well as problems and obstacles met. It will propose recommendations aiming to improve the administrative and/or operational aspects of the Framework Contract and/or individual assignments. The core part of the report will not exceed 10 pages. The report will also contain annexes which will provide information on a number of issues such as:

- Statistical data: number of requests received, number to which the Contractor has replied, number of Specific Contracts awarded, number of staff missions organised, amounts contracted and paid;
- Administrative data: attendance sheets for each event, copies of air tickets, of boarding passes for each mission;

2) A **final report** summarizing the aspects above among others will be required at the end of the Framework Contract. It must be delivered within one month following the end of the contract.

The CEFTA Secretariat may organise a meeting inviting all Contractors to report on and analyse the functioning of the framework contract on a yearly basis. The participation of Contractors shall then be required; however, their related travel and accommodation costs will not be reimbursed by the CEFTA Secretariat.

The Contractor must keep all the documents related to the framework contract implementation for a period of seven years following the final payment and the closure of the Framework Contract.

- **For each Specific Contract**

**Frequent update following the request for services:**

The project manager is required to provide an update of the preparations informally over e-mail and/or telephone to the project manager at least twice a week after the receipt of the request for services. This shall include, mainly, the confirmation of accommodation arrangements and travel details for invitees on the basis of in-coming registrations.

**Final report:**

The Contractor shall be required to provide a final report for each specific assignment.

In order for the final report to be accepted and evaluated, the following formal conditions must be satisfied:

- A final report shall be submitted by the Contractor no more than two weeks after the end of the specific assignment. An original of the final report must be received by the CEFTA Secretariat by post, together with an electronic version submitted by e-mail.
- The report must contain the signature of the legal representative<sup>6</sup> of the Contractor. The representative's name and his or her position/title in the contracting organisation should be given below the signature, which should be accompanied by the organisation's official stamp.
- The CEFTA Secretariat shall have 1 month from receipt to approve or reject the final report, and the Contractor shall have ten days in which to submit additional information or a new report.

The **final report** is presented in two parts:

**Part 1: Activities/Results**

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<sup>6</sup> The legal representative is the person authorised to enter into legal and financial commitments on behalf of the organisation that s/he represents.

The first part of the report refers to the activities/results; the aim is to provide a detailed picture of the event and, to this end, shall include at least the following information which will enable a quantitative and qualitative analysis of both the project's activities and results:

- A summary of the activities;
- An indication of the problems encountered and possible solutions for future events.
- An evaluation of the event from the participants view.

Depending on the format of the event, the following information may be requested by the Secretariat within the specific contracts:

- The final programme, speeches, slides and documents distributed to the participants.
- The complete list of participants and speakers signed.

Please bear in mind that the purpose of the final report is to enable an overall evaluation of the service provided. Therefore, all activities shall be finalised before it is submitted.

## **Part 2: Financial Report**

The financial report must give a clear and concise overview of all the expenditure claims related to the specific contract:

- The financial report shall be expressed in Euro,
- All the original invoices relating to reimbursable expenditure will be attached,
- The costs per participant and each participant must be identified as part its organisation.

If the report does not meet the above criteria, the CEFTA Secretariat reserves the right not to evaluate it until its formal presentation is correct.

If the reimbursable costs are not clearly identified in a supporting document (invoice, flight or train ticket, ...) the CEFTA Secretariat reserves the right to not reimburse the costs and the fix fee related to this cost.

The reporting language shall be English.

- **For each specific mission**

### **Frequent update following the request for services:**

The project manager is required to provide an update of the preparations informally over e-mail and/or telephone to the project manager on behalf of the Secretariat at least once after the receipt of the request for services. This shall include, mainly, the confirmation of accommodation arrangements and travel details for CEFTA or project staff.

### **Final report:**

The Contractor shall be required to provide quarterly reports for the missions organised.

In order for the quarterly reports to be accepted and evaluated, the following formal conditions must be satisfied:

- A quarterly report shall be submitted by the Contractor no more than two weeks after the end of each quarter. An original of the quarterly report must be received by the CEFTA Secretariat, together with an electronic version submitted by e-mail.

- The report must contain the signature of the legal representative<sup>7</sup> of the Contractor. The representative's name and his or her position/title in the contracting organisation should be given below the signature, which should be accompanied by the organisation's official stamp.
- The CEFTA Secretariat shall have 1 month from receipt to approve or reject the final report, and the Contractor shall have ten days in which to submit additional information or a new report.

The **final report** is presented in two parts:

### **Part 1: Activities/Results**

The first part of the report refers to the activities/results; it shall include at least the following information which will enable a quantitative and qualitative analysis of both the project's activities and results:

- A summary of the activities;
- An indication of the problems encountered and possible solutions for future events.

Please bear in mind that the purpose of the final report is to enable an overall evaluation of the service provided. Therefore, all activities shall be finalised before it is submitted.

The assessment by the participant must be attached to the report. (see point X above mentioned)

### **Part 2: Financial Report**

The financial report must give a clear and concise overview of all the expenditure claims related to each staff mission.

- The financial report shall be expressed in Euro,
- The original invoices relating to reimbursable expenditure will be attached,
- Correspondence (in ENGLISH only) between the CEFTA Secretariat and the contractor where the CEFTA Secretariat instructs in writing the FWCs to issue the ticket (or any other service) with this particular cost option will be attached,
- Correspondence between Contractor and staff where staff confirms the services to be delivered (tickets, accommodation, etc.) will be attached,
- The train, flight, ..., ticket with the price mentioned on it will be attached.

If the report does not meet the above criteria, the CEFTA Secretariat reserves the right not to evaluate it until its formal presentation is correct.

The reporting language shall be English.

## **4. AWARD PROCEDURES: MULTIPLE FRAMEWORK CONTRACT**

A multiple framework contract will be concluded with at least 3 tenderers that are ranked best when the bids are evaluated and that have obtained the minimum number of points required (see point 19).

The term "multiple framework contract" refers to the situation whereby a framework contract is concluded separately between the CEFTA Secretariat and several service providers.

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<sup>7</sup> The legal representative is the person authorised to enter into legal and financial commitments on behalf of the organisation that s/he represents.

The CEFTA Secretariat shall send a request to provide services to the tenderers with whom a framework contract was concluded.

## 5. REQUEST FOR SERVICES

### 5.1 Procedures: PART 1 Organisation of events, conferences, workshops and meetings

#### Step 1: Creating and sending the request

For the organisation of every event, conference, workshop and meeting, the CEFTA Secretariat shall prepare a request for services in the form of an Order (Annex II) sent by email, describing the services (reference will be made to points A-X of above point 3) to be delivered by the Contractor.

The Project Manager shall send the request for offers to the framework contractors.

#### Step 2: Confirmation of receipt

Framework contractors are obliged to confirm the receipt of the request ASAP and within one working day following the sending of the request and to report any conflict of interest immediately, or any other possible discrepancies.

#### Step 3: Submission of offer

Framework contractors must submit an offer for the services via email within 2-5 calendar days, depending on the size of the event. The period for submission of offers for each event will be defined in the request for services (Step 1). The offer must include a detailed work plan as well as an estimate of the human resources needs and **a budget estimate**.

#### Step 4: Evaluation of offer

After the offers have been received, unless otherwise decided by the CEFTA Secretariat, two evaluators select the optimum cost/benefit offer based on the work plan and the human and financial estimates of the contractors.

The fixed fees are part of the evaluation. The evaluation is made on the total budget estimate plus the fixed fees according to the quotation in Annex I.

Even if less than the requested number of offers is received, the evaluation takes place.

The CEFTA Secretariat selects the offer with the best value for money.

If no offers are received or none are administratively compliant or technically acceptable, it may appear appropriate to ask for clarifications or adapt the request for services and launch it anew.

#### Step 5: Notification of results

Once the evaluation is completed, the result of the evaluation, favourable or unfavourable, must be notified to the framework contractors within 2 calendar days from the deadline for submission of offers, even if the Specific Contract is not signed. The Order with the offer will be countersigned and sent back the successful FWC.

#### Step 6: Preparing and sending the Specific Contract

Once the notification is sent, the Specific Contract must be prepared by the Project Manager ? Staff member of the Secretariat. The Specific Contract signed by the CEFTA Secretariat must be sent scanned by email on the day it is signed. The Specific Contract enters into force on the day it is countersigned and by the FWC.

#### Step 7: Assessing the contractor's performance

When the assignment is finished and the final report approved, the Project Manager must finalise the assignment by informing the Contractor via email and finalising the Framework contractor's performance assessment after consultation with the latter. The assessment document, together with an optional comment by the Framework contractor, will be part of the documents recorded and available for consultation by the CEFTA Secretariat's authorised staff.

No implementation of any tasks may begin until the date on which the specific contract enters into force.

## 5.2 Procedures: PART 2 Organisation of travel missions

#### Step 1: Creating and sending the request

For the organisation of staff missions, the CEFTA Secretariat shall prepare a request for services in the form of an email, describing the services to be delivered by the Contractor. The Project Manager shall send the request for offers to the framework contractors. The services to be provided in this part of the assignment will be mostly, but not limited to, travel (by plane, train or car) and accommodation.

#### Step 2: Confirmation of receipt

Framework contractors are obliged to confirm the receipt of the request within one working day following the sending of the request and to report any conflict of interest immediately, or any other possible discrepancies.

#### Step 3: Submission of offer

Framework contractors must submit an offer for the services via email within 2 calendar days. The period for submission of offers for each mission request will start from the moment of confirmation of receipt of the request by the Contractor.

#### Step 4: Selection of offer

After the offers have been received, unless otherwise decided by the CEFTA Secretariat, the project manager will select the optimum cost/benefit offer. Even if less than the requested number of offers is received, the selection takes place.

The CEFTA Secretariat selects the offer with the best value for money.

If no offers are received or none are administratively compliant or technically acceptable, it may appear appropriate to ask for clarifications or adapt the request for services and launch it anew.

#### Step 5: Notification of results

Once the best offer is selected, the result, favourable or unfavourable, must be notified to the framework contractors within 1 calendar day from the deadline for submission of offers.

#### Step 6: Confirmation of services

The CEFTA Secretariat must then explicitly confirm to the Framework contractor who had the best offer the services offered by him. The Contractor shall then make the necessary reservations and send the confirmations to the staff going on mission. The Contractor must keep the project manager in copy of all correspondence between him and the staff using the appropriate e-mail address dedicated to the travel in the CEFTA Secretariat.

Details on the working procedure for requests for services can be found in Article I.4. of the model framework contract.

**The correspondence related requests for services must be in English at all times during the implementation of the assignments.**

## **6. GROUPS OF COMPANIES**

The contractors will perform the work requested in close cooperation with the CEFTA Secretariat.

Companies can consider two ways of collaborating in a tender offer: either as joint partners in the offer or through subcontracting. Offers may even combine both approaches. In any case, the tender must specify very clearly whether each company involved in the offer is acting as a partner in a joint offer or as a subcontractor (this also applies where the various companies involved belong to the same group or even where one is the parent company of the others).

The implications of these two modes of collaboration are radically different, they are outlined below.

### **Joint offers**

Partners in a joint offer assume joint and several liabilities towards the CEFTA Secretariat for the performance of the contract as a whole. Therefore, statements such as that one of the partners of the joint offer will be responsible for part of the contract and another one for the rest, or that more than one contract should be signed if the joint offer is successful, are incompatible with the principle of joint and several liabilities.

The Secretariat will disregard any such statement contained in a joint offer and reserves the right to reject such offers without further evaluation on the grounds that they do not comply with the specification.

Joint offers will be assessed as follows:

- the exclusion criteria will be assessed in relation to each company individually;
- the selection criteria for economic and financial capacity and for technical and professional capacity as well as the evaluation criteria will be assessed in relation to the tendering group as a whole.

If you intend to tender with a partner and have already set up a consortium or similar entity to that end, you should mention this fact in your offer, together with any other relevant information in this connection.

If you intend to submit a joint offer, you should be aware that, if you are awarded the contract, the CEFTA Secretariat will require you to give a formal status to the proposed association before the contract is signed. This can take the form of:

- an entity without legal personality but offering sufficient protection of the Secretariat's contractual interests (this may be, for example, a consortium or a temporary association);  
or
- the signature by all the partners of a "power of attorney" based on the annexed model, which provides for a form of cooperation.

### **Subcontracting**

Certain tasks provided for in the contract may be entrusted to subcontractors, but the main Contractor retains full liability towards the CEFTA Secretariat for performance of the contract as a whole. Accordingly:

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

If your offer envisages subcontracting, your file must include, in relation with the concrete elements of your tender:

- a document stating clearly the roles, activities, reporting lines and responsibilities of the subcontractor(s) and specifying the volume/proportion for each subcontractor;
- a letter of intent by each subcontractor stating its intention to collaborate with you if you win the contract.

Offers involving subcontracting will be assessed as follows:

- The exclusion criteria and selection criteria will be assessed in relation to the tenderer and each proposed subcontractor.
- The evaluation criteria will be assessed in relation to the tender.

During execution of the contract, the Contractor will need the CEFTA Secretariat's express prior written authorisation to replace a subcontractor with another and/or to subcontract tasks for which subcontracting was not envisaged in the original offer.

The signature of a specific contract is deemed to constitute such authorisation.

## **7. STABILITY OF SERVICES**

The CEFTA Secretariat and the Contractor shall communicate to each other the information needed for the services to be provided. For the duration of the framework contract they will maintain the required level of information and make it available to the other party for the purpose of providing the services. The updating and exchange of information will not give rise to any payment.

For the duration of the framework contract the Contractor shall ensure that the elements necessary for the stability of the service and the proper performance of the orders or the specific contracts are maintained. The Contractor is required to inform the Secretariat without delay of any new factor affecting the technical capacity on the basis of which he was selected.

To that end, the Contractor shall, where necessary, replace staff gradually and shall organise the transfer of information required for the services to be provided, the cost of which will be borne by him. In no event will the Contractor invoke a change of staff as a reason for not meeting one of his obligations, in particular with regard to deadlines and quality.

For all tasks with a low degree of substitutability, e.g. project management, the Contractor shall ensure that staff are changed only in the event of force majeure.

## **8. PLACE OF PERFORMANCE OF SERVICES**

PART 1: Organisation of events, conferences, workshops and meetings.

PART 2: Organisation of travel missions.

The specific request for services for each assignment will clearly specify the location of each event and the destination of each mission.

## **9. DURATION OF THE CONTRACT**

The framework contract shall be concluded for a period of one year from when it is signed, and may be renewed three times by means of a supplementary contract. The total duration of the framework contract may not exceed four years from when it is first signed. The specific contracts must be returned signed before the framework contract to which they refer expires.

## **10. BUDGET**

The total estimated activities under the FWC per year will be approximatively around EUR 200.000.

All the reimbursable expenses and the fixed costs are included in this amount.

The CEFTA Secretariat may cancel the tendering procedure before the framework contract is signed, without the tenderers being authorised to claim compensation.

The tenderer should however be aware that the contract award criteria are based on the most economically advantageous tender.

## **11. PAYMENT PROCEDURE**

Payments shall be made in Euro (€).

Payments of staff missions organised will be made on quarterly basis following approval of quarterly reports.

Payments of specific contracts under the framework contract will be made in accordance with Article II.4 of the framework contract. They will be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted. Payment requests may not be made if payments for previous staff missions organised or specific contracts have not been executed as a result of default or negligence on the part of the Contractor.

### **11.1 Pre-financing**

The Contractor may request a pre-financing payment of 30% of the total cost of the specific contract.

### **11.2 Payment of the balance**

The balance will be paid after performance of the service by the Contractor and acceptance thereof by the CEFTA Secretariat within 30 days of receipt of the request for payment.

The request for payment of the balance will be admissible if accompanied by

- the final report in accordance with the instructions laid down in the order or specific contract;
- statements of reimbursable expenses in accordance with Article II.7 of the framework contract, if appropriate;
- the relevant invoices, indicating the reference number of the framework contract and of the specific contract to which they refer.

The balance corresponding to the relevant invoices will be paid within 30 days of the date on which the report is approved.

## **12. SUSPENSION OF THE RIGHT TO RECEIVE A REQUEST FOR SERVICES**

Without prejudice to its right to adopt any of the measures provided for in Article II.1.9. of the model framework contract, the CEFTA Secretariat may suspend by registered letter the award of up to the next three services to the Contractor who has been found to have inadequately performed his contractual obligations under previous orders or specific contracts.

This measure shall only be adopted after the CEFTA Secretariat has previously informed the Contractor of its intention to use this right and the reasons thereof, and the Contractor has been given the opportunity to contest within ten days.

## **13. PRICE REVISION**

The prices of the fixed fees (reference Quotation of prices) shall be firm and not subject to revision for the first one-year period of the framework contract. Subject to renewal for the second, third or fourth one-year period, each price may be revised upwards or downwards, where such revision is requested by one of the contracting parties by registered letter no later than three months before the first, second and third anniversaries respectively of the date on which it was signed. The Secretariat will purchase on the basis of the prices in force on the date on which orders or specific contracts are signed. Such prices are not subject to revision.

## **14. CONTRACTUAL CONDITIONS**

In drawing up his bid, the tenderer should bear in mind the provisions of the framework contract. This contract will be proposed to the successful tenderer. By submitting an offer, the tenderer accepts the conditions of this contract.

Initiation of a tendering procedure imposes no obligation on the CEFTA Secretariat to award the contract. The Secretariat shall not be liable for any compensation with respect to tenderers whose tenders have not been accepted. Nor shall it be so liable if it decides not to award the contract.

## **15. THE TENDERER MUST INCLUDE (SEE TENDER DOSSIER FOR THE STANDARD FORMS TO BE USED):**

- Tender submission form and tenderer's declaration;
- All the information and documents required for the appraisal of tenders on the basis of the exclusion, selection and award criteria set out at points 17, 18 and 19;
- Description of the methodology and planning of the works, including the delay for delivery of each report and document;
- The CV of the Project Manager proposed to provide the services and statement of exclusivity and availability;
- A flat rate: using the quotation form in Annex I, the Contractor will provide a total cost for the honoraria;
- A duly completed legal entity form;
- A duly completed financial identification form;

Wherever the tenderer is a consortium of firms or groups of service providers with a distinct legal personality, the tender should clarify the legal status of the consortium and specify the role, qualifications and experience of each member or group. The above-mentioned legal entity form and tenderer's declaration should be provided for each member or group.

## 16. QUOTATION OF PRICES

Prices must be quoted in EUR (€).

Prices must be fixed amounts that are non-revisable.

Prices shall be quoted free of all duties, taxes and other charges, including VAT, as **the CEFTA Secretariat is exempt from such charges**. Exemption is granted to the Secretariat by the governments of the Member States and the CEFTA Parties by immediate exemption. The successful tenderer shall be given the necessary instructions by the CEFTA Secretariat.

The tenderer may indicate any price reduction he is prepared to grant in the event of being awarded a contract.

## 17. EXCLUSION CRITERIA

An economic operator will be excluded from participation in procurement and grant procedures if:

a) it is bankrupt, subject to insolvency or winding-up procedures, where its assets are being administered by a liquidator or by a court, where it is in an arrangement with creditors, where its business activities are suspended, or where it is in any analogous situation arising from a similar procedure provided for under national laws or regulations;

b) it has been established by a final judgment or a final administrative decision that the economic operator is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;

c) it has been established by a final judgment or a final administrative decision that the economic operator is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the economic operator belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes a wrongful intent or gross negligence, including, in particular, any of the following:

i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;

ii) entering into agreement with other economic operators with the aim of distorting competition;

iii) violating intellectual property rights;

iv) attempting to influence the decision-making process of the CEFTA Secretariat during the procurement procedure;

v) attempting to obtain confidential information that may confer upon it undue advantages in the procurement procedure;

d) it has been established by a final judgment that the economic operator is guilty of any of the following:

i) fraud, within the meaning of Article 3 of Directive (EU) 2017/1371 of the European Parliament and of the Council of 5 July 2017 on the fight against fraud to the Union's financial interests by means of criminal law<sup>73</sup> and Article 1 of the Convention on the protection of the European Communities' financial interests drawn up by the Council Act of 26 July 1995<sup>74</sup>;

ii) corruption, as defined in Article 4(2) of Directive (EU) 2017/1371 and Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997<sup>75</sup>, and in Article 2(1) of Council Framework Decision 2003/568/JHA of 22 July 2003 on combating corruption in the private sector<sup>76</sup>, as well as corruption as defined in the law of the country where the CEFTA Secretariat is located, the country in which the economic operator is established or the country of the performance of the contract;

iii) conduct related to a criminal organisation referred to in Article 2 of Council Framework Decision 2008/841/JHA of 24 October 2008 on the fight against organised crime<sup>77</sup>;

iv) money laundering or terrorist financing within the meaning of Article 1(3), (4) and (5) of Directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, amending Regulation (EU) No 648/2012 of the European Parliament and of the Council, and repealing Directive 2005/60/EC of the European Parliament and of the Council and Commission Directive 2006/70/EC (Text with EEA relevance) of the European Parliament and of the Council<sup>78</sup>;

v) terrorist-related offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision of 13 June 2002 on combating terrorism<sup>79</sup>, respectively, or inciting or aiding or abetting or attempting to commit such offences, as referred to in Article 4 of that Framework Decision;

vi) child labour or other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council of 5 April 2011 on preventing and combating trafficking in human beings and protecting its victims, and replacing Council Framework Decision 2002/629/JHA<sup>80</sup>;

e) the economic operator has shown significant deficiencies in complying with main obligations in the performance of a contract financed by the EU, which has led to the early termination of a legal commitment or to the application of liquidated damages or other contractual penalties or which has been discovered following checks and audits or investigations by an authorising officer, OLAF or the Court of Auditors;

f) it has been established by a final judgment or final administrative decision that the economic operator has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95 of 18 December 1995 on the protection of the European Communities financial interests<sup>81</sup>

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

- a) are subject to a conflict of interest;
- b) are guilty of misrepresentation in supplying the information required by the CEFTA Secretariat as a condition of participation in the contract procedure or fail to supply this information;
- c) find themselves in one of the situations of exclusion, referred at 17.

Tenderers must provide a declaration on honour that they are not in one of the above-mentioned situations.

Only the tenderer to whom the contract is to be awarded shall be required to submit, before signing the Contract, evidence confirming his declaration on honour, by providing:

- for points (a), (b) or (e): a recent extract from the judicial record or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied.
- for point (d), a recent certificate issued by the competent authority of the State concerned.

Where no such documents or certificates are issued in the country concerned, they may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

Depending on the national legislation of the country in which the tenderer or candidate is established, the documents referred to in the above two paragraphs shall relate to legal persons and/or natural persons including, where considered necessary by the CEFTA Secretariat, company directors or any person with powers of representation, decision-making or control in relation to the candidate or tenderer.

Wherever the tenderer is a consortium of firms or groups of service providers, the above-mentioned information must be provided for each member or group.

## 18. SELECTION CRITERIA

Tenderers must provide evidence of their economic, financial, professional and technical capacity. (ref contract notice)

Tenderers who do not provide the documentation specified or who are judged, on the basis of the documentation provided, not to have fulfilled the criteria specified below may be excluded from the tender procedure. Only those proposals which meet all the selection criteria will be carried forward for assessment under the award criteria.

Where the tenderer wishes to sub-contract or otherwise rely on the capacities of other entities, it must in that case prove that it will have at its disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal.

In the case of tenders submitted by a consortium, these selection criteria will be applied to the consortium as a whole, if not specified otherwise. The selection criteria will not be applied to natural persons and single-member companies when they are sub-contractors.

The following information concerning the service provider's own position and the information and formalities necessary for an appraisal of the minimum economic, financial and technical standards required, should be supplied:

### 18.1 Economic and financial capacity of the tenderer

The reference period which will be taken into account will be the last five years for which accounts have been closed.

- **the average annual turnover of the tenderer must exceed 200,000 EUR in the period 2017- 2021.**

The Secretariat will conclude a contract following this tender with a single legal counterpart. Where the tenderer that will complete the contract represents a consortium of firms or groups of service providers, the above- mentioned financial information must be provided for each member or group.

## 18.2 Professional capacity of the tenderer

The reference period which will be taken into account will be the last five years from submission deadline.

- **at least 5 permanent staff currently work for the tenderer in fields related to this contract in different sector: ticketing, organisation of event, coordination of event**

## 18.3 Technical capacity of the tenderer

The reference period which will be taken into account will be the last five years from submission deadline.

Previous experience which would have led to breach of contract and termination by a CEFTA Secretariat shall not be used as reference. This is also applicable concerning the previous experience of experts required under a fee-based service contract.

- **the tenderer is requested to submit maximum 15 references related to event organisation (point 6 of the Tender Submission form, part D of the tender dossier). The references should include event organisation in minimum 3 CEFTA Parties in the period 2017-2021.**

In particular with regard to languages, the tenderer must demonstrate his ability to work in English. In order to demonstrate this ability, he must supply examples of work already produced in languages other than his own.

## 19. AWARD CRITERIA FOR THE CHOICE OF FRAMEWORK CONTRACTOR

The contract will be awarded to the most economically advantageous tenders.

Criteria to be applied to Contractor's Tender are:

**Price:** estimated according to the provisions of Annex I. It will be calculated by taking the average of all the prices indicated in that table (30% of the weighting),

and

**Quality** in terms of technical quality of the offer (70% of the weighting) including:

- Internal organisation and structure (15%)
- Project management and business partnering approach (50%)
- Quality and appropriateness of technical proposal (35%)

### Award criteria for the qualitative evaluation of the tender

<i>Award criterion</i>	<i>Detailed information to be provided</i>
Internal organisation and structure  <i>15 points</i>	Proposed resources the contractor will use to carry out the assignment in compliance with the Tender Specifications ensuring: Contract team organisation, structure and single point contract management demonstrating effectiveness, capacity and competence CV of the Project Manager mentioned under Section 3.

<p>Project management and business partnering approach</p> <p><b>50 points</b></p>	<p>Approach to project management for services listed in Section 3 demonstrating good management of processes, information and time; (15 points)</p> <p>Capacity and competence to manage multiple concurring assignments and ensure availability of services; (15 points)</p> <p>Service orientation and business partner (10 points)</p> <p>Continuity and consistency of project management from planning to reporting (10 points)</p>
<p>Quality and appropriateness of technical proposal</p> <p><b>35 points</b></p>	<p>Demonstrated understanding of the requirements as outlined in Section 2 accuracy and quality in relation to detail. (20 points)</p> <p>Creative potential and innovative approach in recommending solutions and know-how of technical solutions (15 points)</p>

Minimum attainment per criterion Offers scoring less than 50% for any criterion will be deemed to be of insufficient quality and eliminated from further consideration.

Minimum attainment overall Offers scoring less than 70% after the quality evaluation process will be considered to be of insufficient quality and eliminated from the following phase.

The sum of all criteria gives a total of 100 points.

The qualitative award criteria points will be weighted at 70% in relation to the price.

**Formula for the award criterion**

<p><b><math>S = 0,7 Q' + 0,3 P'</math></b></p> <p>where</p> <p>S is the score of the offer</p> <p>Q' is the relative quality score of the offer</p> <p>P' is the relative price score of the offer</p> <p>and</p> <p><math>Q' = 100 * Q / Q_{max}</math></p> <p>with Q ..... the total quality score of the offer</p> <p>Q<sub>max</sub>..... the highest quality score among all offers</p> <p>and</p> <p><math>P' = 100 * P_{min} / P</math></p> <p>with P..... the price of the offer</p> <p>P<sub>min</sub>..... the lowest price among all offers</p>
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**ANNEX I: QUOTATION FORM FOR PRICE**

Please refer to the excel document with the same name.

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