

ANNEX II
TO INVITATION TO TENDER NO FRONTEX/OP/408/2016

TERMS OF REFERENCE

FRAMEWORK CONTRACT FOR ORGANISATION OF EVENTS OUTSIDE OF POLAND

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I. BACKGROUND INFORMATION

European Agency for the Management of Operational Cooperation at the External Borders of the Member States of the European Union - Frontex was set up in 2004 to reinforce and streamline cooperation between national border authorities. Frontex' role is to promote, coordinate and develop European border management in line with the EU fundamental rights charter applying the concept of Integrated Border Management.

Since the main task of Frontex is coordination of cooperation between the Member States, meetings and events are important working tool of Frontex and are organized both in Frontex premises and in other EU - and outside EU-locations.

In the last two years Frontex organized around 70 international events. The number of participants varied between 15 and 200 depending on the type of the event. The table below shows the division of events per number of participants.

Events per number of participants	
Below 20	8%
21-30	25%
31-50	45%
51-80	14%
more than 80	8%

During the last year the usual locations were EU cities like Athens, Madrid, Lisbon, Rome, Prague, Bratislava, Budapest, Helsinki, Munich, Malaga, Amsterdam, Stockholm, Portoroz, Limassol, Zagreb, Paris and Lyon, but also there were many events organized in non-EU locations like Ankara (Turkey), Tirane (Albania), Tbilisi (Georgia), Accra (Ghana), Nouakchott (Mauritania), Dimitrovgrad (Serbia), Kumanovo (the former Yugoslav Republic of Macedonia). The locations may change in the future as the conferences and meetings are linked to the areas of Frontex activities. Therefore the examples indicated above shall not be considered as binding.

II. TECHNICAL DESCRIPTION

1. OBJECTIVES

The objective of the contract is provision of conference services - organization, contracting and payment for the services related to the events organized by Frontex outside of Poland.

Events in Poland are covered by a separate service contract not linked with this call for tenders, however, if required, Frontex reserves the right to include Poland in the area of subject of the contract.

2. DESCRIPTION OF THE TASKS

The specific tasks required under the contract are: market research, obtaining offers from potential sub-contractors, negotiating best conditions of offers, preparation of comparison of offers, contracting of services and supplies on behalf of Frontex, covering of payment of advances for the services and final payments after the events. The costs covered will be afterwards reimbursed by Frontex on the basis of an invoice issued by the contractor given that the costs are in line with the order issued by Frontex.

The main services that shall be organized by the contractor are:

reservation of meeting rooms and hotel accommodation, organization of catering during the conferences as well as dinners in local restaurants, transport arrangements, ensuring of necessary technical equipment, provision of interpretation services, etc.

2.1 Contractor's responsibilities

The Contractor shall provide high level professionalism and client-oriented approach to all services rendered for Frontex. The required contractor's tasks are as follows:

- Conducting market research in order to find most appropriate service providers in terms of price in accordance with Frontex requirements indicated in the Request form for services (Annex 1);

- Negotiating the best conditions of the offers obtained;
- After written confirmation by Frontex in form of a specific order, making logistic arrangements with the selected hotel, venue and other service providers and suppliers, i.e. signing contracts and agreements with subcontractors;
- Making pre-payments and payments for arranged services;
- Making tentative or guarantee hotel room reservations for the conference/meeting participants according to the instructions received in the specific order;

In making the above mentioned arrangements and bookings the contractor shall make every effort to protect Frontex financial interest. In particular the contractor shall:

- a) Negotiate for Frontex the best terms and prices, make use of the special discounts whenever possible;
- b) Apply its own current agreements and discount prices with domestic and foreign hotels;
- c) Optimize the use of Frontex negotiated deals whenever possible;
- d) Propose any other steps to obtain best prices available and reduce costs;
- e) Make all efforts to minimize costs in case of last minute changes in the number of participants or their travel itinerary, cancellations, etc.

2.2 Services covered by the contract

The services required will be indicated in the Request form for services (Annex 1) sent to the contractor before the planned event. The contractor shall arrange the services in line with the instructions received from Frontex.

Below is the indication of most required services to be organised under the contract. The below list is indicative as each event may require different type and number of services.

2.2.1 Conference venue/meeting rooms and technical equipment

Standard conference package / conference room booking includes:

- a) rental of a conference room;
- b) set up of technical equipment such as PC/laptop with connection to internet, multimedia projector, screen, flipchart(s) and sound system whenever it is requested;
- c) arrangement of appropriate space for catering services in proximity of the conference room;
- d) rental of additional rooms such as small meeting rooms, business centre (printer, xerocopy machine), press room(s) whenever it is required.

The services under the contract relate to the administrative and coordination support of organisation of conferences and events. The presence of Contractor's staff during the events will not be required.

2.2.2 Accommodation

The contractor will be responsible for the following tasks:

- a) identify suitable quality hotels (five, four or three stars, single/double rooms used as single ones/double rooms, including breakfast);
- b) the same quality and comfort of the hotel rooms and the same location (possibly) should be provided for all guests participating in an event and as many rooms as possible should be booked in a minimum number of hotels (preferably in one hotel);
- c) negotiation of best prices in accordance with the maximum hotel allowance ceilings for a given location according to Annex 2 (list of allowances outside of the EU will be provided after award of the contract);
- d) negotiation of penalties and no-show-up policies as well as cancellation policies;
- e) tentative or guarantee reservation of the hotel rooms for participants of the meeting as well Frontex staff, whenever it is requested.

As a rule, Frontex requests only pre-booking of hotel rooms. The cost of the hotel accommodation is covered by guests individually and is not covered by contractor. Therefore, the final date for bookings is established and the rooms must be kept until the agreed deadline.

However, if specifically required by Frontex the payment for hotel accommodation will be included in the costs of the event.

2.2.3 Catering services

Number and kind of catering services relates to the number of participants of the meeting and the character of the meeting. Detail requirements will always be indicated on the request form for services. Usually, catering services are coffee breaks, lunches, lunch boxes (to be taken out for) and dinners offered by hotels or local restaurants.

Regional specificities should be respected.

2.2.4 Interpretation services

The contractor will be responsible for selection of the company that will provide high quality interpretation services adequate to Frontex requirements. Interpretation services will be requested on a case by case basis, all details will be indicated in the Request form for services issued by Frontex. Both simultaneous cabin interpretation and/or consecutive interpretation services can be required.

2.2.5 Transport services

Transportation services may be required from/to hotel and airport as well as the hotel and restaurant in case of an official dinner.

Number of transport means and its kind will relate to the size and location of the meeting venue, restaurant, hotel and airport. Transport services are usually requested on a case by case basis.

2.2.6 Other services

Beside the above-mentioned services contractor can be asked to arrange other services related to the events e.g security.

In the case of cancellation of an order at a short notice, the contractor shall make all efforts to minimize the costs born by Frontex.

In case of cancellation, Frontex will cover penalties incurred by the contractor for each specific service. The contractor must be able to supply the documents confirming the penalty amounts for each service separately.

3. CONTRACT IMPLEMENTATION

3.1. Request for services

In appropriate time before the event, the authorized Frontex staff will contact the contact person of the contractor by sending by an e-mail with a request for services. The template of the request form is included in Annex 1. The form will indicate the location of the event, date and time, estimated number of participants, equipment required, services to be arranged, etc.

Contractor shall analyze the information and can request for additional info if needed from the person indicated on the form as a Frontex person responsible for the event.

3.2. Selection of suppliers

The rules concerning the selection of suppliers depend on the value of the services and are as follows:

3.2.1. Services of a value below EUR 15 000

In case when the total cost of the event (including the cost of accommodation for all participants) or particular service that needs to be contracted separately (e.g. interpretation, transportation etc) is lower than EUR 15 000 the contractor shall present at least one offer (preferably three) from a hotel, conference venue or other service provider for Frontex approval unless the venue / service provider has been already clearly indicated by Frontex in the request for services.

All prices indicated in offers shall include VAT.

The final comparison of offers together with specific offers shall be presented to Frontex no later than within three (3) working days from the receipt by the Contractor of the formal request in a format given in an Annex 1.

Frontex may indicate a specific location (hotel, venue, company, etc., as well as a public institution cooperating with Frontex) where an event is planned to be organized. In such cases the contractor shall be responsible for finalizing all the logistic arrangements with the indicated service providers and suppliers and provide logistic support during the event, as well as for making payments.

3.2.2. Services of a value between EUR 15 000 and EUR 60 000

In case when the total cost of the event (including the cost of accommodation for all participants) or particular service that needs to be contracted separately (e.g. interpretation, transportation etc) is equal or exceed 15 000 EUR but less than 60 000 EUR the Contractor shall identify at least four potential candidates (service providers) and send in writing (by e-mail) the request for offers to all identified candidates (service providers).

The request for offers need to indicate all details of the services required, be sent simultaneously to all candidates (service providers) and include the same information. All candidates (service providers) shall be treated equally and the information must be given in a transparent way. The copy of this correspondence must be afterwards submitted to Frontex together with the offers.

All prices indicated in offers shall include VAT.

The offers need to clearly specify each type of the cost of the event separately (e.g room rent, catering, technical equipment, accommodation, transportation) per each day of the event.

The final comparison of offers together with specific offers shall be presented to Frontex no later than within ten (10) working days from the receipt by the contractor of the formal request in a format given in an Annex 1.

In exceptional cases Frontex may indicate a specific location (hotel, venue, company, etc. as well as a public institution cooperating with Frontex) where an event is to be organized. In such cases the contractor shall be responsible for finalizing all the logistic arrangements with the indicated service providers and suppliers and provide logistic support during the event, as well as for making payments.

3.2.3 Services of a value between EUR 60 000 and the Directive threshold

In case when the total cost of the event (including the cost of accommodation for all participants) or particular service that needs to be contracted separately (e.g. interpretation, transportation etc) is equal or exceed 60 000 EUR but less than the threshold indicated in Article 4 b) of the Directive 2014/24/EU of the European Parliament and the Council (currently 135 000 EUR - the updated information concerning the threshold may vary very slightly and will be communicated to the contractor by Frontex) the contractor shall identify at least five potential candidates (service providers) and send in writing (by e-mail) the request for offers to all identified candidates.

The request for offers need to indicate all details of the services required, be sent simultaneously to all candidates (service providers) and include the same information. All candidates shall be treated equally and the information must be given in a transparent way. Copy of this correspondence must be afterwards submitted to Frontex together with the offers.

All prices indicated in offers shall include VAT.

The final comparison of offers together with specific offers shall be presented to Frontex no later than within ten (10) working days from the receipt by the contractor of the formal request in a format given in an Annex 1.

In exceptional cases Frontex may indicate a specific location (hotel, venue, company, etc. as well as a public institution cooperating with Frontex) where an event is to be organized. In such cases the contractor shall be responsible for finalizing all the logistic arrangements with the indicated service providers and suppliers and provide logistic support during the event, as well as for making payments.

3.3. Contracting services

Based on the comparison of prices and specific offers presented by the contractor, Frontex will make a final decision concerning selection of the venue and service providers and it will prepare and send to the contractor a specific order in accordance with the template given in Annex III to the Contract.

The costs of services to be covered by contractor will be indicated in the specific order. No other costs shall be reimbursed. As concerns events the hotel accommodation shall be booked by the contractor but in general it will not be covered by the contractor as participants will directly pay for their stay. Therefore, the cost of the hotel accommodation, unless otherwise specifically indicated by Frontex, will not be included in the order.

The prices given in the order will be expressed in Euro.

In case of events organized outside the Euro-zone, if the relevant costs are not expressed in EUR, these costs will be re-calculated by Frontex in accordance with the monthly exchange rate, published periodically at the following website:

<http://ec.europa.eu/budget/infocore/index.cfm?fuseaction=home&SearchField=&Period=2009-3&Delim=&Language=en>, and the applicable rate will be applied corresponding to the day of issuance of the order by Frontex. In order to cover potential exchange losses, a contingency of app. 5% of the total value of the related costs of such event will be added to the order in question.

Contractor, immediately after reception of the order, shall arrange the services in line with the order. It shall confirm with the service providers that the services are ordered and pay necessary advances.

Contractor, immediately after reception of the order, shall arrange the services in line with the order. It shall confirm with the service providers that the services are ordered and pay necessary advances.

In general, Frontex at that stage will not pay to the contractor the advance payments. However, Frontex may decide to pay to the contractor the advance payment required to arrange the contracted services if the value of costs exceeds EUR 30 000.

3.4. Payments and invoicing

The contractor shall cover and pay to the identified third party (hotel, restaurant, conference venue and other service supplier) all costs incurred in connection with the organization of an event requested by Frontex.

Frontex, after the event shall reimburse to the contractor the costs incurred by him in connection with a given event, based on supporting documents (invoices) issued by service providers. If the order relates to several invoices the contractor shall submit with an invoice a supporting document that indicates the amounts contracted, paid and invoiced in order to facilitate the acceptance of the invoice by Frontex.

In case of costs incurred by the contractor in a currency other than EUR, an additional supporting document will be required (i.e. excerpt from the relevant bank statement, showing the cost paid in the original currency and its equivalent in EUR).

In addition to these costs Frontex will pay to the contractor the fee for services provided, included in the contractor's offer.

The contractor shall issue separate original invoices for each event or service no later than 30 days after the event / delivery of services.

The invoice must clearly indicate the specific order reference number (including FRO. element), specify reimbursable costs and the contractor's fee separately. The invoice must be submitted together with the signed order.

Payment due to the contractor shall be made by Frontex via bank transfer within 30 days from receipt and acceptance of the invoice.

The contractor must provide invoices showing the total net amount (without VAT), VAT amount and gross amount. The contractor's fee shall be calculated from the costs inclusive of VAT unless this VAT is deductible or refundable.

3.6. Team

The contractor shall provide the name(s) and contact details of its personnel designated for the contract performance, as well as the supporting staff in case of absences of the main staff.

All contact persons involved must be able to communicate fluently in English (at least C1 level). Other EU languages like French, German, Spanish, Italian may also be required to communicate with sub-contractors, therefore, the team should be composed in such a way to enable this communication. The minimum level of knowledge of these languages is B2.

The main team designated to the contract performance should be composed of at least three persons. Additionally, the supporting staff should be proposed in order to guarantee continuity of services in case of peak periods, leaves and other absences of staff of the main team.

Any changes in the team shall be communicated to Frontex in writing. The CVs of personnel proposed as a replacement shall be submitted to Frontex for its approval at least two weeks in advance. The staff proposed shall have equivalent level of qualifications to the staff replaced. If this condition is not fulfilled Frontex reserves the right to refuse the replacement.

For the period of the event the contractor will establish a "hot line" or "help desk" to enable emergency contacts and interventions in case of any problems with the arranged services.

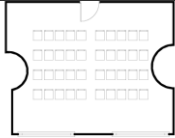

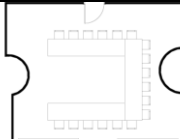
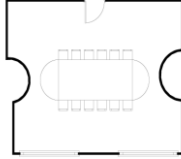
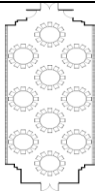
Frontex will provide the contractor with the names of its staff authorized to send a formal request for services.

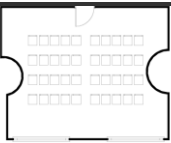
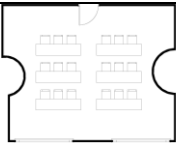
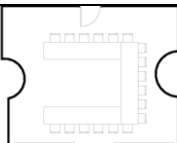
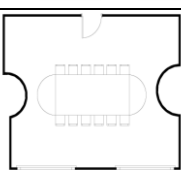
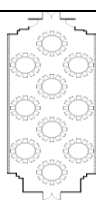
ANNEX 1

REQUEST FOR SERVICES FORM Concerning Framework contract Frontex/OP/ /2016

GENERAL INFORMATION	TITLE OF THE EVENT	
	DATES AND TIME OF THE EVENT	
	ESTIMATED NUMBER OF ATTENDEES	
	LOCATION (CITY/COUNTRY)	
	ADDITIONAL INFORMATION	
	FRONTEX RESPONSIBLE PERSON	

HOTEL ACCOMMODATION		FRONTEX
	NAMES OF THE RECOMMENDED HOTELS	
	Contacts if available	
	Number of single rooms to be reserved	
	Payment method: (by participants or Frontex directly)	
	Maximum rate per room per night	
	date of arrival	
	date of departure	
	number of hotel nights in total	
	Deadline for bookings	
	Additional information:	

MAIN CONFERENCE ROOM	FRONTEX	
CAPACITY OF MAIN CONFERENCE ROOM - NUMBER OF SEATS		
ARRANGEMENT OF TABLES	• THEATRE	
	• CLASSROOM	
	• U-SHAPE	
	• BOARDROOM	
	• BANQUET	
COMPUTER/LAPTOP		
MICROPHONE		
SPEAKERS		
BEAMER		
FLIPCHART		
SCREEN		
BALL PEN		
NOTEBOOKS/PAPERS		
PRINTER - total maximum number of pages to be printed		
PHOTO COPY MACHINE - total maximum number of copies required		

ADDITIONAL (SMALLER) CONFERENCE ROOMS if applicable	FRONTEX	
NUMBER OF CONFERENCE ROOMS:		
CAPACITY - NUMBER OF SEATS IN EACH ROOM		
ARRANGEMENT OF TABLES	• THEATRE	
	• CLASSROOM	
	• U-SHAPE	
	• BOARDROOM	
	• BANQUET	
COMPUTER/LAPTOP		
MICROPHONE		
SPEAKERS		
BEAMER		
FLIPCHART		
SCREEN		
BALL PEN		
NOTEBOOKS/PAPERS		

CATERING SERVICES Dates:	Number of persons:				
	Coffee morning	break	Lunch	Coffee break afternoon	Dinner
Additional requirements:					

CATERING SERVICES Dates:	Recommended service providers - if available:			
	Coffee breaks	Lunch	Dinner	Other information

OTHER SERVICES:	
INTERPRETATION SERVICES	
Languages required:	
Date and time:	
Simultaneous or consecutive?	
Additional information	
TRANSPORTATION SERVICES:	
Route 1 - number of persons, date&time, rout details.	

Route 2 - number of persons, date&time, rout details.	
ADDITIONAL REQUIREMENTS	

OTHER SERVICES:	

ANNEX 2

DAILY SUBSISTENCE ALLOWANCES FOR COUNTRIES IN THE EUROPEAN UNION (the table attached below is indicative only and will be updated periodically in accordance with the published subsequently relevant EC decisions).

(the document is not published)

Country	Maximum rate of daily subsistence allowance (EUR)	Maximum rate of accommodation (EUR)
Austria	95	130
Belgium	92	140
Bulgaria	58	169
Croatia	60	120
Cyprus	93	145
Czech Republic	75	155
Denmark	120	150
Estonia	71	110
Finland	104	140
France	95	150
Germany	93	115
Greece	82	140
Hungary	72	150
Ireland	104	150
Italy	95	135
Latvia	66	145
Lithuania	68	115
Luxembourg	92	145
Malta	90	115
Netherlands	93	170
Poland	72	145
Portugal	84	120
Romania	52	170
Slovakia	80	125
Slovenia	70	110
Spain	87	125
Sweden	97	160
United Kingdom	101	175