

Framework Contract For Organisation Of Events in Poland

Terms of reference

**Annex II to the Invitation to Tender no
Frontex/OP/900/2018/KM**

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2. Background information

European Border and Coast Guard Agency (Frontex) with its seat in Warsaw at Europejski Square, seeks to conclude a contract for provision of a broad range of conference and event organisation services in Poland (Warsaw and other Polish cities if such a need occurs).

One of the objectives of Frontex is to coordinate the cooperation between the Member States allowing key border and coast management institutions to share experiences, knowledge and best practices in the field of border control, therefore meetings and events, as a forum of expertise, are considered an important element of Frontex activity. Meetings, conferences and other events are often organised at different venues outside of Frontex Headquarters, in Warsaw, but also in different Polish localisations. They are often attended by high level officials from the EU Member States and other countries representatives cooperating with Frontex. Participants of Frontex events are usually of different cultural backgrounds, therefore the services must be adopted to an international environment.

Within the last three years Frontex has organised over 80 events in Poland outside Frontex premises (app 25 events above 100 participants and app 55 from one to several days' events below 100 participants). However, it may change in the future, depending on the operational needs of Frontex.

Mainly, the above mentioned events were organised in Warsaw, however, under the prospective contract organisation of events in other Polish cities and locations is also possible.

Events organised by Frontex outside of Poland are covered by a separate framework contract and in general, will not be a subject of this contract.

3. Services required

The specific tasks required under the contract will differ depending on the size and nature of the event.

In general, the assistance will be required as follows:

A. Market research

The Contractor will be responsible for performing the market research related to the services/supplies required for the event and obtaining the offers from potential sub-contractors applying the principles of transparency and equal treatment.

When receiving the offers the Contractor should negotiate best conditions of offers in terms of both technical and financial aspects.

The result of the market research made should be provided to Frontex within the time indicated in point 4.2 in the form of the technical offer and financial offer according to the template proposed in the Contractor's technical offer. Those templates may be further improved by Frontex after award of the contract.

In case of complex events the tasks may also include: concept and planning of the event, setting of the timetable, pre-event production, preparatory meetings with Frontex for project timetable update, guidance and advice and on-spot coordination. Those services must be included in the contractor's fee and will not be priced separately. In case of events organised up to 50 km outside Warsaw reimbursement of travel costs and hotel accommodation (but not subsistence costs) will be made in line with art I.5 of the Contract and reimbursement rules attached in Appendix 3.

B. Contracting and paying for the services/supplies required for the event

After reception of the specific order from Frontex the Contractor will be responsible for contracting services or supplies on behalf of Frontex and covering advances/interim/final payments according to the agreements signed with subcontractors.

The specific services to be provided (depending on the size and nature of the event) will be indicated in the request for services and may include: reservation of meeting rooms, provision of catering services, transport arrangements, local technical support, guests' reception facilities, provision of graphic design and printing services, ensuring availability of necessary technical equipment, interpretation services, organisation of dinners etc, as defined in point 3.2 and 3.3.

Please note that Frontex reserves the right to indicate the particular conference venue or specific service provider.

It is required that the Contractor provides the requested services bearing in mind 'the best value for money' principle.

C. Invoicing Frontex for the services covered

After the event the Contractor will be responsible for providing the final summary of costs covered in line with the specific order and for invoicing Frontex for the services performed and arranged in line with the framework contract and specific order.

All supporting documents must be attached to the invoice in relation to the services covered - invoices of subcontractors with clear indication of the subcontractor's name, address, services/supplies delivered and amounts applicable. Frontex will not process the Contractor's invoices if the supporting documents are not attached or unclear, unless otherwise decided by Frontex and communicated in writing to the Contractor.

3.1. Contractor's responsibilities

The Contractor shall provide professional and client-oriented approach to all services rendered for Frontex.

3.1.1. Organisational aspects

Frontex shall exclusively entrust the Contractor with the provision of comprehensive services described in this document in relation to the organisation, management and payment of various conferences, meetings and other gatherings organised by Frontex. Provided services will depend on the type and size of the event.

Due to the different nature of events held by Frontex there may be standard conferences/meetings organised, usually held in hotels, with standard services required as defined in point A below and special events (point B below), held both in hotels/ conference centres as well as in other special areas related to the nature of the event.

A. Standard conferences/meetings (with approximate number of participants from 5 to 150) - the services may include the provision of:

- meeting room and/or small neighbouring rooms,
- secretariat office services;
- technical equipment comprising of: sound system, IT equipment, internet connection, audio and video recording
- selection and block-booking of accommodation for participants
- catering services (coffee breaks, lunches, dinners, icebreakers)
- transportation services

- interpretation services and necessary equipment (in exceptional situations, since Frontex has a separate contract for provision of interpretation services);
- registration of participants
- other services as required in the request for conference/meeting organization or during preparatory meetings

B. Special events (mainly big events, with approximate number of participants from 100 to 500 or 1000, but it may happen that a special event for small number of participants will need to be organised e.g. opening, official celebration, diplomatic visit, team building activity etc. with only few participants) - the following services may be required:

- meeting room and/or small neighbouring rooms arranged according to the nature of the event;
- business centre rental;
- secretariat office services;
- technical equipment comprising of: sound system, IT equipment, internet connection, audio and video recording
- selection and block-booking of accommodation for participants
- catering services (coffee breaks, lunches, dinners, icebreakers, cocktails, etc.)
- transportation services (including equipment and other items which will be used at the conference e.g. heavy equipment);
- press room;
- photography services;
- video production and realisation;
- live streaming of the event;
- presenter/ moderator/ master of ceremony;
- preparation of exhibition area including production of exhibition-related items (e.g. exhibition stands);
- security and safety services;
- hostesses (in a pre-agreed dress code);
- registration services (e-registration possibility);
- stage design;
- flower services;
- design and printing of event graphics, venue signage and branding;
- organisation of social/cultural programme for the event;
- and other services related to the nature of the event.

3.1.2. Financial interest

While making the above mentioned arrangements and bookings on behalf of Frontex the Contractor shall make every effort to protect Frontex financial interest. In particular the Contractor will:

- 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 hotels, conference centres and other subcontractors;
- 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.

Additionally, the Contractor should demonstrate a maximum flexibility in adopting changes in requirements provided by Frontex due to the unpredictable factors (e.g. change of number of participants, of event agenda etc.) in order to minimise costs.

The Contractor should take all possible measures to avoid double commissioning the services. All additional commissions/fees born while subcontracting the services should be covered by the Contractor and not included in

the costs summary unless otherwise ordered by Frontex (in case of obvious fees applicable to arranged services e.g. fees of speakers, moderators, visa fees etc).

The commission should also be avoided when the service is performed directly by the Contractor - in relation to other services that the Contractor can provide with its own means, instead of subcontracting those services to another economic operator (e.g. registration, secretarial assistance, hostesses, etc). Those services need to be described separately in the technical offer and supplemented during execution of contract in case of changes in this respect. Each additional service provided directly by the contractor needs to be cost-efficient and the requirement related to the comparison of offers needs to be fulfilled in this respect.

3.2. Services to be arranged

The services required will be indicated in the request for services form (Appendix 1) sent to the Contractor before the planned event and, if necessary, discussed during the preparatory meetings. The Contractor should arrange the services in line with the instructions/specific order 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.

The services under the contract relate to the administrative and coordination support of organisation of conferences and events. The presence and coordination of Contractor's staff during the events may be required on the request of Frontex, especially for more complex events (point 3.1.1 type B) and will be indicated in the request for services form (Appendix 1) or discussed during preparatory meetings.

3.2.1. Venue

The venue will depend on the nature of the event. In general, the conferences/events should take place in already existing conference facilities, unless otherwise requested by Frontex - e.g. in case of open-air events.

The conference venue proposed by the Contractor must be neat and presentable. The furniture and equipment to be used at the venue must be of good quality.

In case of special events, if requested, the Contractor should make available parking spaces to be used exclusively by Frontex as well as one parking space for ambulance. Additional temporary parking may be required for vehicles transporting the event equipment, as well as for shuttle buses.

For standard events as well as for special events, for the purpose of preparations, technical check-up and possible adjustments, the venue should be made available to Frontex staff also in the late afternoon of the day preceding the meeting (if requested). In some cases, usually for special events, Frontex may request access to the venue few days before and the day after the event.

Optional requirements:

- create and produce appropriate signage to facilitate navigation around the venue;
- prepare badges for all participants;
- provide photo services;
- provide electronic display located in front of the conference rooms presenting agenda of the event and other relevant information;
- provide services for set-up of conference halls and make sure the venue is kept clean and tidy for the whole duration of the conference and after the event;
- transport conference materials and equipment from Frontex premises to the venue and back;
- provide space for and oversee organisation (set-up, tables and chairs, electricity points for lighting, etc.) of a registration area to be located in a prominent position in the conference venue;
- provide national flags of the same kind and size whenever it is requested by Frontex;

- ensure that a cloakroom and left-luggage office are made available at the venue and manned during the event if necessary.

3.2.2. Technical equipment

Depending on the nature of the event the Contractor can be requested to arrange the technical equipment.

In general, the following equipment may be required:

- PC/laptop (s) with software in English, connected to the internet;
- projector/beamer connectable with the main screen and a laptop (in some cases the laptop may be provided by Frontex); the projector must ensure high picture quality on a large screen/s;
- lectern;
- laser pointers;
- sockets for laptops available for all participants;
- one or more screens ensuring the visibility of presentations for speakers as well as participants,
- flipchart(s), white boards;
- wireless internet connection with the minimum requirements of 30 Mbit download/5 Mbit upload or preferably 30 Mbit download/upload with the possibility to use VPN with SLL and IPsec protocols;
- sound system
- wireless/ lapel/ headset microphones or multiphones;
- colour copy machine, scanner and printer with A4 paper and cartridges ready for making at least 1 000 copies, available anytime for usage during the event. Only the consumed number of copies should be invoiced;
- live streaming facility;
- optional - technical equipment for interpretation services - Frontex has a separate framework contract for provision of interpretation services and aligned technical equipment, and it may use it during the events organised outside of Frontex premises, however, in special cases, it may happen that the technical equipment is ordered under this contract. In this case it may require provision of:
 - fully operational equipment (and back up pieces of equipment) necessary for simultaneous interpretation and sound system for all participants:
 - minimum one interpretation cabin for each language meeting standard international requirements;
 - minimum one monitor (at least 20") in each cabin;
 - relevant sound system;
 - headphones/receivers for each participant;
 - minimum one stationary microphone for each 2 participants
 - portable microphones (if required);
 - recording in English or in other languages;

In addition, if requested, especially during the special events, the Contractor shall organise and implement the conference logistics during the conference days, including technical and ICT support for audio-visual equipment.

Upon request the Contractor shall guarantee a quality audio and/or audio-video recording of the whole meeting and make available the file/s to the Frontex staff at least within 4 working days from the event (in a raw format).

All multimedia and other technical material should be of a high standard and sufficiently powerful as to be able to precisely meet the requirements of the event/conference. The conference organiser has to guarantee efficient functioning of the technical equipment (immediate replacement of equipment in case of malfunction).

The Contractor shall be fully responsible for the equipment, including the distribution and collection of equipment among the participants of the conference (e.g. headphones/receivers).

All details in relation to the technical equipment required will be indicated in the request for services form (or discussed during preparatory meetings).

3.2.3. Hotel accommodation

The Contractor will be responsible for the following tasks in order to arrange the hotel accommodation for the event:

- a) Identify suitable quality hotels (five or four stars; exceptionally, after Frontex confirmation, three stars in case 4 or 5 star hotels are not available), double rooms used as single ones, 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) Negotiate best prices in accordance with the maximum hotel allowance ceilings for Poland which currently is 116 EUR. On the Contractor's request Frontex may grant authorisation to use special corporate rates based on annual agreements signed between Frontex and certain hotels.
- d) Negotiate penalties and no-show-up policies as well as cancellation policies and include it in technical offer;
- e) Tentative or guarantee reservation of the hotel rooms for participants of the meeting as well Frontex staff, whenever it is requested.

As regards the payment for hotel accommodation there are three possible solutions that will be used under the contract:

1) Payments made individually by participants

As a rule, Frontex requests only pre-booking of hotel rooms and the cost of hotel accommodation is covered individually by the participants. In such cases the cost of hotel accommodation is not included in the specific order and therefore this cost is not covered/paid by the Contractor.

In this situation the Contractor will be responsible for booking the rooms with the quantities and rates included in the request for services form/hotels offer and make sure that the final date for bookings is established according to the deadline indicated in the request for services form and the rooms are kept by the hotel until this deadline, unless agreed otherwise with Frontex at the time of signing the specific order.

In exceptional cases, if specifically requested by Frontex, the Contractor will be asked to guarantee the reservation with its own financial means, but in such a situation it will be included in the specific order. The management of such guarantee will be agreed bilaterally between Frontex and the Contractor on a case by case basis.

2) Payments made by Frontex Travel Agency

For Frontex staff travelling to the event the internal mission rules are applicable. Those mission rules will specify how the payments for hotel accommodation should be made, depending on the system applied at the time of booking the mission by a given Frontex staff.

Currently, the hotel accommodation of Frontex staff is covered by Frontex Travel Agency (external contractor) and in this case the hotel accommodation will need to be pre-booked by the Contractor and will be paid by Frontex Travel Agency directly to the hotel. Therefore, in this case, it will not be included in the specific order.

The same payment method can be applied to some special Frontex guests. This information will be provided in the request for services form (Appendix 1) - part II Hotel Accommodation.

3) Payments made by the Contractor

In some other cases the hotel accommodation will be included in the specific order and therefore should be covered/paid by the Contractor. It will mean, that the hotel accommodation is covered by Frontex and will be reimbursed to the Contractor with the payment for the given specific order.

The proportion between those three above payment methods may vary depending on the Frontex policy at the time of issuing the specific order.

3.2.4. Catering services

Catering services will vary depending on the nature of the event.

Details regarding the catering services (number of participants, types of meals and refreshments) will always be indicated in the request for services part IV Catering.

Usually, catering services are coffee breaks, lunches, lunch boxes (to be taken out), icebreakers, and buffet dinners offered by hotels or local restaurants. On request seated VIP options shall be provided.

The Contractor can be requested to organize a business/corporate meal (lunch, dinner, etc.) in a restaurant, which may include restaurant/table booking, liaising with restaurant in menu planning, providing printed menu and place cards and carrying out other necessary arrangements.

For special events, Frontex may request to present 3 catering options/offers disregard the value of the service. In some cases Frontex may request a tasting session before accepting the options proposed by the Contractor. More detailed arrangements and possible menu choices shall be communicated to the Contractor before each conference.

In general regional specificities should be respected unless otherwise requested by Frontex. All meal types should be included i.e. meat, fish and vegetarian options.

General catering requirements:

- all the food shall be labelled (usually in English unless otherwise requested);
- all the cocktail tables, regular tables with chairs (if requested), crockery and cutlery (non-disposable) as well as additional equipment necessary for providing catering must be ensured;
- the food must be served in an efficient way, without unnecessary delay;
- all participants shall be granted the possibility to have their lunch comfortably at the tables (standing or seating);
- the waiting staff shall be available for immediate disposal of the used dishes and leftovers.

Please note that Frontex reserves the right to indicate the provider of catering services (given that the venue provider does not have exclusivity).

3.2.5. Transportation services

Transportation services may be required from/to hotel and airport as well as between the hotel and restaurant in case of an official dinner, but also in other situations.

Number of transport means and its type will depend on the number of passengers and location of the destinations. The most common type of the transportation services is a shuttle bus from hotel to the meeting venue and back. Frontex shall request an English-speaking transport coordinator on the case by case basis. If the coordinator is not required, the drivers must be able to communicate in English.

All details regarding routes, estimated number of passengers and time schedule will be indicated in the request for services form - part VI Transportation services.

3.2.6. Security issues

In case of some special events Frontex may also request additional security measures to be arranged for the event.

These measures may include, but are not limited to, having Frontex own security personnel present at the event, local law enforcement or other Government services personnel present at the event, introducing access control to meeting and other areas exclusively dedicated for Frontex, having an ambulance on a stand-by etc.

If required, provision of security services may be ordered by Frontex. Such requests, in general, will be indicated in the request form for services or by a supplementary e-mail sent in advance to the Contractor. Also, in exceptional cases, provision (rental) of security equipment may be required.

Security services should be provided by the personnel/security guards that comply with the following minimum requirements:

- security guard should be legally authorised to perform private security services in Poland;
- security guard should be uniformly dressed, suits are also acceptable;
- security guard should have independent radio communication, whereas Frontex security should also be provided with a radio for coordination purposes for the duration of the specific event;
- security guard should be unarmed, unless specifically requested.

The contracted security personnel will be expected to follow the instructions of Frontex security.

3.2.7. Other services

Beside the above-mentioned services the Contractor can be asked to arrange other services related to the events e.g. graphic design and printing services, event gadget/gifts production, rental of other ICT equipment, technical assistance, organisation of the open-air events (with all necessary technical equipment) etc.

In general, those requirements will be indicated in the request for services form - part IX Other services unless agreed with the Contractor at the later stage, before the event.

3.3. Additional services provided by the Contractor

3.3.1. On-spot coordination support

Usually, persons involved in organising the event at the side of Frontex or cooperating institution will be present at the event and arrive in advance (e.g. the day before the event) to make sure that all arrangements are in line with the offers and the specific order. However, it may happen that assistance from the Contractor's side is needed for the proper execution of services on the spot and providing solutions for the possible complications. Therefore, the Contractor should designate the persons among its team to provide its support at the event and before/after the event. The need for the assistance will be indicated in the request for services form. The Contractor will be entitled to request travel and accommodation costs reimbursement in line with art. I.5.3 of the contract and reimbursement rules attached in Appendix 3.

3.3.2. Payments by cash to participants

Generally, Frontex reimburses costs related to the participation in Frontex conferences and trainings to the institutions delegating the participants. Given that some participants representing countries from outside of the EU require that the payments of DSAs, visas and insurance are paid in cash at the time of their arrival to the place of the event, the service of payments of cash may be required under the contract.

Given the above, if requested on the specific order, the Contractor will reimburse in cash to the participants of the event the Daily Subsistence Allowance, visa and insurance amounts.

4. Contract implementation

4.1. Request for services

In appropriate time before the event, the authorized Frontex staff will contact the contract manager at the side of Contractor by sending an e-mail with the request for services. The template of the request form is included in Appendix 1. The form will indicate the location of the event, date and time, estimated number of participants and all services to be arranged as well as the contact details to the Cooperating institution if applicable for the event in question.

Contractor shall analyse the information indicated therein and, if needed, can request additional info from the person indicated on the form as a Frontex project manager responsible for the event. If requested, the meeting shall be arranged to discuss the details.

4.2. Selection of suppliers

Before presenting to Frontex the final offer, the Contractor shall perform the market research and provide the results to Frontex (positive replies as well as negative replies).

The request for offers needs 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 manner. Copy of this correspondence must be afterwards submitted to Frontex together with the offers if not otherwise requested.

The final result/comparison of offers together with specific offers and further correspondence must be presented to Frontex no later than within the time limit indicated in points below (depending on the value of the service).

The final result/comparison of offers must be composed of the technical offer and financial offer. The technical offer shall be made on the basis of the example included in Appendix 2. The financial offer must reflect sections of the request form for services and indicate prices for the specific services indicated therein for all options/offers received.

All prices indicated in offers should include VAT.

Frontex will make the decision based on the offers/options received from the Contractor. Until the decision is made by Frontex the Contractor must do its best to prolong the validity of offers and keep Frontex personnel updated with this information in order not to lose any options/offers received.

In exceptional cases Frontex may indicate a specific location (hotel, venue, company, etc.) where the event is to take place or specific service provider that needs to be contracted. 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.

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

4.2.1. Services of a value below EUR 15 000

In case the total cost of the services/supplies provided by one sub-contractor (including the cost of accommodation for all participants regardless of the payment method) **is lower than EUR 15 000** gross value (including VAT) 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 must be presented to Frontex not later than within three (3) working days from the receipt by the Contractor of the formal request with the request for services form (Appendix 1).

Frontex may indicate a specific location (hotel, venue, company, etc.) where the conference is to be organized or specific service provider that needs to be contracted. 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.

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

In case when the total cost of the services/supplies provided by one sub-contractor (including the cost of accommodation for all participants regardless of the payment method) is equal or exceeds EUR 15 000 but is less than EUR 60 000 the Contractor shall identify at least three (3) 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 needs 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 manner. The copy of this correspondence must be afterwards submitted to Frontex together with the offers if not otherwise requested.

All prices indicated in offers should 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 result/comparison of offers together with specific offers and further correspondence must be presented to Frontex not later than within five (5) working days from the receipt by the Contractor of the formal request with the request for services form (Appendix 1).

Frontex will make the decision based on the offers/options received from the Contractor. Until the decision is made by Frontex the Contractor must do its best to prolong the validity of offers and keep Frontex personnel updated with this information in order not to lose any options/offers received.

In exceptional cases, especially in case of special events, Frontex may indicate a specific location (hotel, venue, company, etc.) where the conference is to be organized or specific service provider that needs to be contracted. 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.

4.2.3 Services of a value above EUR 60 000

In case when the total cost of the services/supplies provided by one sub-contractor (including the cost of accommodation for all participants regardless of the payment method) is equal or exceeds 60 000 EUR the Contractor shall identify at least five (5) potential candidates (service providers) and send in writing (by e-mail) the request for offers to all identified candidates.

The request for offers needs 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 manner. Copy of this correspondence must be afterwards submitted to Frontex together with the offers if not otherwise requested.

All prices indicated in offers should include VAT.

The final result/comparison of offers together with specific offers and further correspondence must be presented to Frontex no later than within ten (10) working days from the receipt by the Contractor of the formal request with the request for services form (Appendix 1).

Frontex will make the decision based on the offers/options received from the Contractor. Until the decision is made by Frontex the Contractor must do its best to prolong the validity of offers and keep Frontex personnel updated with this information in order not to lose any options/offers received.

In exceptional cases, especially in case of special events, Frontex may indicate a specific location (hotel, venue, company, etc.) where the conference is to be organized or specific service provider that needs to be contracted.

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.

4.3. Contracting services

4.3.1. Contracts and payments made by the Contractor

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.

Contractor, immediately after receiving the specific order, shall arrange the services in line with the specific order. It should sign appropriate contracts and pay necessary advances.

The costs of services (including VAT) to be covered by the Contractor will be indicated in the specific order and shall be expressed in PLN;

Depending on the order, there may be contingency added - up to 10% of the costs to be covered - for unforeseen additional costs or changes in quantities of services ordered.

Contractor shall cover and pay to the identified third party (restaurant, conference venue and other service suppliers) all the costs incurred in connection with the organisation of the conference/meeting requested by Frontex.

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 the specific order exceeds EUR 30 000.

4.3.2. VAT

The Contractor should obtain offers with prices including VAT. The amounts contracted and covered under contracts with sub-contractors should be VAT included unless exemption from VAT is applied by the contractor according to the applicable tax law.

Given that Frontex is VAT exempted, it will not add VAT on its specific orders if the Contractor is registered outside of Poland. In case of Polish companies, the VAT will be applied on specific orders and recovered afterwards from Polish Tax Authorities. However, this concerns only VAT applicable to the services provided by the Contractor. All services contracted by the Contractor in line with the specific order and provided by other economic operators will be reimbursed by Frontex in gross values (including VAT) unless other approach is possible by Contractor's tax system (e.g. re-invoicing).

4.3.3. Contracting other public institutions

Frontex may require that the services to be covered are provided by other public institutions cooperating with Frontex e.g. Police Academies, Border Guard and Maritime Training Centres, local and national public authorities. Usually in such cases Frontex will provide the Contractor with the offer of the institution in question listing the services and costs to be contracted. The Contractor will be responsible for contracting the services and paying the applicable advances. Contractor should propose its own contract that can be used in order to contract the services in this respect.

4.4. Additional services provided by the contractor

4.4.1 On-spot coordination support

If requested by Frontex on the specific order, the Contractor will assign the person(s) among its team members to provide on-site support before and/or during the event. Most welcomed solution would be that the person which was making the market research and obtaining the offers and afterwards preparing the cost-summary is designated to provide this on-spot support. In any case the person designated to provide the support should have the throughout

knowledge about the requirements of Frontex, services contracted and the arrangements made with the sub-contractors/service providers by the Contractor at the time of signing the contracts.

4.4.2 Payments by cash to participants

If requested by Frontex the Contractor will be required to travel to the place of the event to pay the DSA's amounts, insurances or costs of visas to participants of the event by cash. Frontex, either at the place of the event or few days before the event, will provide the Contractor with the most updated list of participants to which the payments should be made and the applicable amounts. The Contractor should make sure that it has the cash required and obtain all necessary permissions and insurances aligned with this service.

The Contractor should provide the proof of payment for each participant as well as obtain from each participant the confirmation of receiving the cash - it may be in a form of participant's signature on the cash-payments list. The cash-payments list (or any other form of confirmation developed by the Contractor) will afterwards constitute a supporting document attached to the invoice issued for Frontex as one of the proofs for costs covered by the Contractor.

For providing this service the Contractor will receive at the time of payment for the specific order reimbursement of total value of payments by cash made in line with the specific order.

Payments by cash to participants service should be listed separately on the invoice or list of costs submitted to Frontex after the event.

4.5. Payments and invoicing

The Contractor shall cover and pay to the identified third party (hotel, restaurant, conference venue and other service providers) the costs for services requested by Frontex.

After the event, Frontex will reimburse to the Contractor the costs incurred by him in relation to the services indicated on the specific order, based on supporting documents (invoices) issued by service providers. If the order relates to several different services covered by different invoices the Contractor should submit with its own invoice a supporting document (list of costs) that indicates the amounts contracted and paid and number of the respective supporting document in order to facilitate the acceptance of the invoice by Frontex.

The Contractor shall issue separate original invoices for each specific order not later than 30 days after the event/delivery of services.

In addition to the costs covered by the Contractor, Frontex will pay to the Contractor the fee for services provided, indicated in the Contractor's offer. The fee is calculated from the net value of the specific order.

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

Frontex may decide to pay to the Contractor the advance payment required to arrange the contracted services if the value of the specific order exceeds EUR 30 000. The maximum advance payment applicable is 30% as indicated in the Framework contract.

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

4.6. Cancellations

The cancellation policies for all orders should be always indicated by the Contractor in technical offer.

The Contractor must make all efforts to minimise any penalties to be incurred by Frontex in case of short notice cancellations.

In case of cancellation, Frontex will cover penalties to be 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.

In order to compensate the Contractor's work in arranging the cancelled services, the Contractor is entitled to charge fee for the services cancelled. Frontex will pay to the Contractor the fee indicated in the Contractor's offer. The fee should be calculated from the net value of the cancelled service.

Penalties attributable to the fault of the Contractor will not be considered for reimbursement by Frontex.

4.7. Team

The Contractor should create the Frontex Events Team designate to provide services under the contract. As Frontex organises many events at the same time the size and composition of the team is crucial element of the contract performance.

The main team - Frontex Events Team - should be composed of at least three (3) persons. Additionally, the supporting staff should be available in order to guarantee continuity of services in case of peak periods, sicknesses, leaves and other absences of the main team members.

All contact persons involved must be able to communicate fluently in English and Polish (at least C1 level). Any changes in the main team shall be communicated to Frontex in writing. The CVs of a personnel proposed as a replacement should be submitted to Frontex for its approval at least two weeks in advance. The staff proposed must have at least the same level of qualifications (both experience and language skills) to the staff replaced. If this condition is not fulfilled Frontex reserves the right to refuse the replacement.

In case of big, special events the Event Manager designated by the Contractor must be a contact person exclusively for Frontex staff regarding the specific meeting. For the period of the event the Event Manager should also be an emergency contact in case of any problems with the arranged services. Also the Event Manager shall be ready to attend regular meetings with Frontex in relation to the given event in order to provide updates and to propose solutions for any obstacles or problems that may occur during the prospective event.

4.8. Hot line

For the period of preparations and during each event the Contractor should establish a 'hot line' or 'help desk' to enable emergency contacts and interventions in case of any problems with the arranged services.

The composition and contact details of this 'hot line' or 'help desk' should be indicated in the Contractor's technical offer for each event.

Appendixes:

Appendix 1 - Request for services form

Appendix 2 - Example of the technical offer

Appendix 3 - Reimbursement rules

Appendix 1

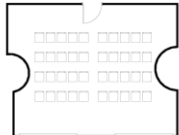
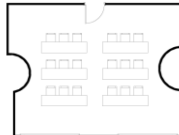
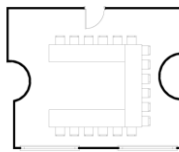
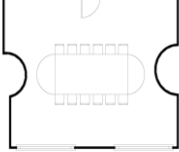
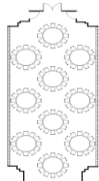
Request for services

Framework contract Frontex/OP/900/2018/KM	
REQUEST FOR SERVICES Number: (to be indicated by Procurement)	

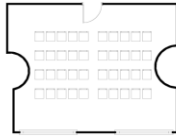

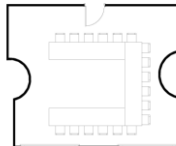
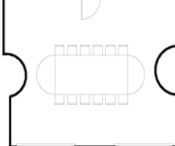
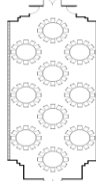
	TITLE OF THE EVENT	
	DATES OF THE EVENT (AND TIME IF APPLICABLE)	
	LOCATION (CITY)	
	ESTIMATED NUMBER OF PARTICIPANTS	
	ADDITIONAL INFORMATION	
	FRONTEx RESPONSIBLE PERSON, CONTACT DETAILS (PLS MULTIPLY IF APPLICABLE)	Name: E-mail: @frontex.europa.eu Tel.: + ..
	IN CASE OF EVENTS ORGANISED TOGETHER WITH COOPERATING INSTITUTION:	
	COOPERATING INSTITUTION CONTACT DETAILS INCLUDING CONTACT PERSON	Institution name: Address: Contact person: E-mail: Tel.:
	SERVICES PROVIDED BY THE COOPERATING INSTITUTION FREE OF CHARGE (E.G. VENUE, CATERING)	VENUE: (ADDRESS)
	SERVICES PROVIDED BY THE COOPERATING INSTITUTION NOT FREE OF CHARGE (TO BE CONTRACTED IN LINE WITH THE INSTITUTION'S OFFER ATTACHED AND REIMBURSED BY THE CONTRACTOR)	
OTHER RELEVANT INFORMATION		

SERVICES TO BE ARRANGED BY THE CONTRACTOR

II. HOTEL ACCOMMODATION	
Hotel accommodation	REQUIREMENTS/DETAILS PROVIDED BY FRONTEX
RECOMMENDED HOTELS	
Contacts if available	
Total number of single rooms to be booked (including dates)	
Number of rooms for Frontex staff and other participants to be covered by Frontex Travel Agency: (including dates)	
Deadline for booking	
Number of rooms to be paid individually by participants: (including dates)	
Deadline for bookings	
Number of rooms for participants to be covered by the Contractor: (including dates)	
Deadline for booking	
Additional information:	

III. VENUE	
MAIN CONFERENCE ROOM	REQUIREMENTS/DETAILS PROVIDED BY FRONTEX
CAPACITY OF MAIN CONFERENCE ROOM (NUMBER OF SEATS)	Capacity: Date: Time:
ARRANGEMENT OF TABLES	<div> <input type="checkbox"/> THEATRE  </div> <div> <input type="checkbox"/> CLASSROOM  </div> <div> <input type="checkbox"/> U-SHAPE  </div> <div> <input type="checkbox"/> BOARDROOM  </div> <div> <input type="checkbox"/> BANQUET  </div> <div> <input type="checkbox"/> OTHER: </div>
	Additional requirements:
COMPUTER/LAPTOP	
MICROPHONE/MULTIPHONE	
SPEAKERS	
BEAMER AND PROJECTOR	
SLIDECHANGER	
FLIPCHART	
ADDITIONAL 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	REQUIREMENTS/DETAILS PROVIDED BY FRONTEX
NUMBER OF CONFERENCE ROOMS:	
CAPACITY - NUMBER OF SEATS IN EACH ROOM	Capacity: Date: Time:
ARRANGEMENT OF TABLES	<div> <input type="checkbox"/> THEATRE  </div> <div> <input type="checkbox"/> CLASSROOM  </div> <div> <input type="checkbox"/> U-SHAPE  </div> <div> <input type="checkbox"/> BOARDROOM  </div> <div> <input type="checkbox"/> BANQUET  </div> <div> <input checked="" type="checkbox"/> OTHER: </div>
	Additional requirements:
COMPUTER/LAPTOP	
MICROPHONE/MULTIPHONE	
SPEAKERS	
BEAMER AND PROJECTOR	
FLIPCHART	
ADDITIONAL SCREEN	
BALL PEN	

NOTEBOOKS/PAPERS	

IV. CATERING SERVICES				
Date and time	Coffee break morning	Lunch	Coffee break afternoon	Dinner
<u>Number of persons:</u> (please add rows if necessary)				
Additional requirements (buffet, seated etc.)::				
Recommended service providers (if available)				
Name:				
Address:				
Contact person:				
E-mail:				
Website:				

V. INTERPRETATION SERVICES	
Languages required:	
Dates and time:	
Simultaneous/consecutive?	
Technical equipment	
Interpretation booths	
Receivers (number)	
Additional information	
VI. TRANSPORTATION SERVICES	
Route 1	
Date:	
Estimated time:	
From:	
To:	
Number of persons:	
Additional requirements:	
Route 2	
Date:	
Estimated time:	
From:	
To:	
Number of persons:	
Additional requirements:	
Route 3	
Date:	
Estimated time:	
From:	
To:	
Number of persons:	

Additional requirements:	
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VII. COORDINATION SUPPORT ON THE SPOT	
Dates for which the support will be required:	
Number of staff needed:	
Tasks to be managed:	
Additional Requirements:	
VIII. PAYMENTS IN CASH	
Date when service needs to be performed:	
Number of participants for which the payment in cash needs to be made:	
Cost category: Amount: Currency:	
Additional Requirements:	

IX. OTHER SERVICES	

Appendix 2

TECHNICAL OFFER - EXAMPLE (TO BE FURTHER DEVELOPED BY THE CONTRACTOR)

Framework contract Frontex/OP/900/2018/KM

GENERAL INFORMATION	TITLE OF THE EVENT	
	DATES OF THE EVENT	
	LOCATION (CITY/COUNTRY)	
	CONTRACTOR'S RESPONSIBLE PERSON, CONTACT DETAILS	Name: E-mail: Tel.: + ..
	PAYMENTS BY CASH (IF REQUIRED) RESPONSIBLE PERSON, CONTACT DETAILS ETC.	
	MARKET RESEARCH MADE: (LIST OF CANDIDATES IDENTIFIED AND RESULT RECEIVED)	
OTHER RELEVANT INFORMATION		

I. OPTION I (MULTIPLY IF APPLICABLE)	
HOTEL'S NAME:	DETAILS
ADDRESS & CONTACT DETAILS	
LOCATION MAP	

OFFER'S VALIDITY DATE	
CANCELLATION POLICY OFFERED	
CONFERENCE ROOM OFFERED	
ACCOMMODATION OFFERED	
TECHNICAL EQUIPMENT	
CATERING	
TRANSPORTATION (FROM/TO THE AIRPORT IF REQUIRED)	
OTHER RELEVANT INFORMATION	

INTERPRETATION SERVICES (MULTIPLY IF APPLICABLE)	
SERVICE PROVIDER NAME:	DETAILS
ADDRESS & CONTACT DETAILS	

LANGUAGES OFFERED	
OFFER'S VALIDITY DATE (IF APPLICABLE)	
CANCELLATION POLICY OFFERED (IF APPLICABLE)	
INTERPRETERS' DETAILS (CVs if requested)	
OTHER RELEVANT INFORMATION	

TRANSPORTATION SERVICES (MULTIPLY IF APPLICABLE)	
SERVICE PROVIDER NAME:	DETAILS
ADDRESS & CONTACT DETAILS	
TRANSPORTATION MEANS OFFERED	
OFFER'S VALIDITY DATE (IF APPLICABLE)	
CANCELLATION POLICY OFFERED (IF APPLICABLE)	

OTHER RELEVANT INFORMATION	
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RESTAURANT SERVICES (MULTIPLY IF APPLICABLE)	
SERVICE PROVIDER NAME:	DETAILS
ADDRESS & CONTACT DETAILS OF THE RESTAURANT	
LOCATION MAP	
OFFER'S VALIDITY DATE (IF APPLICABLE)	
CANCELLATION POLICY OFFERED (IF APPLICABLE)	
OTHER RELEVANT INFORMATION	

Appendix 3

REIMBURSEMENT RULES - template

Frontex shall reimburse persons participating in the meetings on the basis of the following rules:

1. Reimbursement covers travel expenses and accommodation costs. The reimbursement is always subject to the following limitations:
 - Travel expenses cover the costs of transport used between the place of contractor's seat and the place of the meeting. They are reimbursed at the maximum amount of 1100 EUR for travels within Europe. They include: travel insurance (if obligatorily imposed by the carrier) and long distance means of transport (one or more) such as: plane (economy class), train, long-distance bus, ferry or car and are reimbursed upon presentation of supporting documents: a ticket (with a clearly indicated price) or an invoice. As a general rule, a taxi is not to be treated as a long-distance means of transport. The costs of travel by car are reimbursed upon presentation of a statement indicating the exact route and number of kilometers or a kilometer log. The kilometer allowance is fixed at the maximum rate of €0.28 per km and it covers all costs related to the use of a car such as: fuel, motorway tolls, parking fees, etc. If justified, car rental costs are eligible for reimbursement based on the car rental invoice. An additional maximum rate of €0.28 per km is granted to cover the costs related to the use of the rented car such as fuel, motorway tolls, parking fees, etc.
 - For hotel accommodation the amounts claimed cannot exceed the rates used by the European Commission for the country where the meeting takes place, i.e. currently EUR 67 for Poland.
 - Accommodation expenses cover the costs of nights at the place where the meeting is held and/or during travel period if necessary. Non-obligatory expenses such as charity contributions, pay TV, mini bar, etc. are not reimbursed. The number of nights reimbursed must not exceed the number of meeting days + 1, unless otherwise agreed with Frontex. Accommodation expenses are reimbursed on presentation of supporting documents: hotel bill or invoice.
2. In the framework of this specific order Frontex will reimburse maximum ... (to be specified).
3. All reimbursements are paid to the bank account of the Contractor.
4. In order to make reimbursement the contractor shall indicate separately the amount of reimbursement on the invoice related to the specific order and attach the supporting documents, as described above.