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**Public procurement for services**  
**by negotiated procedure without publication**  
**for the execution of “Workshop design, facilitation and**  
**communication” services for the Royal Belgian Institute for Natural**  
**Sciences in the context of the EKLIPSE EU funded project H2020**  
**(Grant agreement N° 690474)**

**Call for tender nr.: RBINS – FORESIGHT WORKSHOP EKLIPSE - 2016**

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## A. GENERAL PROVISIONS

### 1. Object, nature and awarding method of the contract

#### 1.1. Object of the contract

The contractor is committed to develop the workshop design and programme, to facilitate the workshop, organise communication activities (e.g. webstreaming or video), prepare the report and a corresponding dissemination plan. Emphasis will be on using innovative participatory methodologies allowing for effective discussion among participants and development of concrete outputs.

A detailed description of the services is given in section B. "Technical provisions".

#### 1.2. Nature of the contract

This contract is a contract of services.

#### 1.3. Method of award of contract

This contract will be awarded by a negotiated procedure without publication

### 2. Contracting authority

The contracting authority is the Royal Belgian Institute of Natural Sciences (RBINS), Rue Vautier 29, 1000 Brussels, Belgium, represented by its general manager Mrs. Camille PISANI.

### 3. Leading official

The lead official for this contract is:

Estelle Balian  
 Direction Opérationnelle Nature  
 Tel. +32 2 627 43 19  
 E-mail: [estelle.balian@naturalsciences.be](mailto:estelle.balian@naturalsciences.be)

### 4. Execution time

The contract will consist of the following phases:

Phase	Services to be delivered	Execution deadline
1.	<ul style="list-style-type: none"> <li>Draft plan of event design, methodologies, agenda and</li> </ul>	No later than 31 October 2016

Infringements of this measure resulting in the distortion of the normal conditions of competition, will be sanctioned according to the provisions of Article 9 of the law concerning public procurement and certain contracts for works, supplies and services from June 15 2006, specifically, whether the exclusion of the offer or the termination of the contract, as appropriate.

## **8. Tender**

All terms and conditions stated in the specifications are accepted and executed. By submission of the tender, the tenderer shall automatically abandon its general or special terms and conditions, even if they are included in the tender.

### **8.1. Signatures**

**The tender must be signed under penalty of invalidity** by the manager or his representative. If the tender is submitted by a combination without legal entity, all managers or representatives must sign the documents on penalty of invalidity of the tender.

**The call for tenders must be signed and must be submitted along with the tender to the contracting authority.**

Erasures, overwritten, additions or changes, both in the offer and in the annexes, which may affect the essential requirements of the contract must also be signed by the manager or his representative.

### **8.2. Languages**

The tender is compiled in English, French or Dutch.

### **8.3. Confidential information**

The tenderer must indicate in the tender clearly what information is confidential and / or relating to technical or commercial secrets and therefore should not be disclosed by the contracting authority.

### **8.4. Tender form**

The tenderer preferably uses the tender form annexed to this call for tenders for the submission of the tender.

If the tender is drawn up in a different way than the tender form and inventory drawn up by the contracting authorities attached to this call for tenders, the tenderer must, under penalty of invalidity, declare on each document that the document is in accordance with the tender form and inventory associated with the call for tender and that he therefore takes full responsibility.

	<p>expected outcomes of workshop</p> <ul style="list-style-type: none"> <li>Draft communication plan including a dissemination plan (i.e. how will workshop results and report be disseminated) and a proposal of communication material for the workshop: flyer and messages (key texts to be used to promote the workshop), possible webstreaming and/or video making, etc.</li> </ul>	
2.	<ul style="list-style-type: none"> <li>Final plan of event design, methodologies, agenda and expected outcomes of workshop</li> <li>Final plan of communication activities including dissemination plan and first proposals for workshop communication material: flyer and key messages (texts to be used in promotion of the workshop), possible webstreaming and/or video making, etc.</li> </ul>	15 November 2016
3.	Workshop management, implementation and facilitation 6-7 December 2016	6-7 December 2016
4.	Workshop report and dissemination	No later than 20 January 2017

## 5. Submission and opening of tenders

The tender should be submitted by email to [secretariat@eklipse-mechanism.eu](mailto:secretariat@eklipse-mechanism.eu) by 25 September 2016, 17.00 PM CET.

## 6. Legislation and conditions of contract

The law of June 15, 2006 concerning public procurements and certain contracts for work, supplies and services and the decrees taken in execution of this law are applicable on the present contract.

## 7. Conflicts of interest

In the context of the fight against conflict of interest, in particular the “revolving doors” as determined in the Law of May 8 2007 approving the United Nations Convention against corruption, signed in New York on October 31 in 2003, the tenderer abstains to rely on one or more earlier (internal or external) staff of the Royal Belgian Institute of Natural Sciences, within two years following his / their resignation, retirement or any other departure from the Royal Institute Natural Sciences, in any manner whatsoever, directly or indirectly, in the prospect of the preparation and / or submission of a tender or other intervention in the context of the award procedure, as well as actions within the framework of the execution of this contract.

This at least insofar as there is a direct link between the past activities of the concerned person / persons by the contracting authority and its / their actions in the context of this contract.

Any mentioning that is not in accordance with the tender form and inventory compiled by the contracting authority will be considered as not written.

## 9. Subcontractors and other entities

The tenderer shall indicate in his tender any part he intends to subcontract and any proposed subcontractors. The tenderer is obliged to rely on these subcontractors. The appeal to other contractors is only acceptable with the consent of the contracting authority.

When the tenderer is relying on the capacities of other entities for his qualitative selection and in case this capacity is determinant for his selection, the tenderer must indicate in his tender for which part he relies on this capacity and what other entities he suggests. The tenderer is obliged to rely on these subcontractors. The appeal to other contractors is only acceptable with the consent of the contracting authority.

The tenderer remains solely liable to the contracting authority when he entrusts the implementation of its obligations in whole or in part to third parties. The contracting authority has no contractual relationship with those third parties.

It is forbidden for the contractor to entrust all or part of the command:

- a vendor or a service provider who is in a situation of exclusion;
- a supplier or service provider that was excluded by the contracting authority.

Any violation of this prohibition may result in the application of an official measure.

## 10. Price

### 10.1. Pricing

This contract is a contract against a global price.

All prices stated in the offer must be expressed in euros.

The contractor submits a price including **all possible costs and charges** that have settled weigh on the assignment, except for value added tax (VAT).

## 11. Access rights and qualitative selection.

### 11.1. Access right

A. Being excluded at any stage of the award procedure of access to it, the tenderer in judicial decision which has the force of res judicata and where the contracting authority has knowledge, is convicted of:

- involvement in a criminal organization as defined in Article 324bis of the Criminal Code;
- bribery under Article 246 and 250 of the Penal Code;
- fraud as defined in Article 1 of the Convention on the protection of the financial interests of the Community approved by the Law of February 17, 2002;
- of money laundering as defined in Article 5 of the Law of January 11, 1993 on prevention of the use of the financial system for money laundering and terrorist financing.

B. Can be excluded at any stage of the award procedure of access to it, the tenderer who:

- a) in a state of bankruptcy or liquidation, which stopped working, which is undergoing judicial reorganization or is in any analogous situation arising from a similar procedure which exists in other national regulations;
- b) has filed for bankruptcy, for an arrangement with creditors or judicial reorganization is pending or which is the subject of any other similar proceedings in other existing national regulations;
- c) in judicial decision which has the force of res judicata has been convicted of an offense concerning his professional conduct;
- d) in his professional practice has committed a serious fault;
- e) has not fulfilled obligations relating to the payment of social security contributions in accordance with the provisions of Article 62 of the Royal Decree of July 15, 2011 concerning the publication of public procurements in traditional sectors;
- f) is not in order with the payment of taxes under Belgian law or those of the country in which he is established in accordance with Article 63 of the Royal Decree of July 15, 2011 concerning the publication of public procurements in traditional sectors;
- g) is seriously guilty of making false declarations when providing information, due to application of this chapter, or has not supplied such information.

Proof that the tenderer is not in one of the situations of exclusion, can be supplied by:

- for A and B a), b) or c) by submitting an extract from the judicial record or an equivalent document issued by a judicial or administrative authority in the country of origin or provenance, showing compliance to the requirements;
- for B e) and f) by a certificate issued by the competent authorities of the country concerned.

C. The tenderer will be excluded from access to the award procedure of the contract if he was responsible for research, testing, study or development of the assignment if he receives a benefit from his actions that normal competitive conditions prevent or distort competition.

Nevertheless, the contracting authority asks, before the exclusion of his application to the tenderer, to provide by registered letter a justification demonstrating that the tenderer did not benefit from any advantages as referred in the previous paragraph. This requirement does not apply if the justification for the request to participate was added to the tender.

Accountability is only admissible if it is submitted to the contracting authority within twelve calendar days counting from the day following the dispatch of the registered letter or within the therein specified longer period.

The tenderer concerned provides evidence of the dispatch of the account.

D. Is also excluded, the tender submitted by a company connected with a person who was charged earlier in the research, testing, study or development of the contract if that company, as of that relation, benefits by these actions resulting in the preventing of normal competition conditions or the distorting of competition.

For the purposes of this section "affiliated companies" means any company over which a person referred to in the previous paragraph directly or indirectly, exercises a dominant influence or any company which can exert a dominant influence over that person or, as he is subject to the dominant influence of another company because of ownership, financial participation or the provisions which govern it.

The dominant influence is presumed whenever a company, directly or indirectly, in relation to another company:

1° possesses the majority of the subscribed capital of the Company, or

2° holds the majority of the votes attached to shares issued by the Company, or

3° is able to nominate more than half of the members of the management, board, or supervisory body of the company.

Nevertheless, the contracting authority requires, before the exclusion of the tender of that related company, to provide by registered letter, the adequate justification from the tenderer demonstrating that he does not possess such advantage.

The justification is based on the bonds of the company, its degree of independence and any other sufficient reason. It shows either that there is no dominant influence, either, if there is, it has no impact on the issued contract.

Accountability is only admissible if it is submitted to the contracting authority within twelve calendar days counting from the day following the dispatch of the registered letter or within the therein specified longer period.

The tenderer provides evidence of the dispatch of the account.

By submitting the tender, the tenderer declares not to be in any of the exclusion situations. The contracting authority will examine the accuracy of this implicit sworn statement in respect of the eligible tenderer. To this end, it will ask the concerned tenderer by the quickest means and within the time period that it designates, to provide the required information or documents to allow the contracting authority to examine the situation of the tenderers eligible. The information or documents which the contracting authorities can request free of charge by electronic means, will be requested by the contracting authority itself.

### **11.2. Qualitative selection**

The tender must have adequate experience on the subject of the contract.

The tender shall therefore attach as evidence:

- CVs of the persons who will be performing the engagement;
- At least three relevant references to similar projects performed in the past three years, with indication of the budget, date, and public or private authorities to which they relate (including contact information).

The services will be demonstrated by providing traceable references and contact of previous clients.

## 12. Award criteria

The tenders will be assessed regarding the following award criteria:

Criterion	Weight (in %)
1. Price	40
2. Adequacy and quality of the proposal	30
3. Innovation in the proposed methods	30

These criteria will be assessed as follow:

**Price:** the evaluation is done using the following formula  $P_{\min} / P_x \times Y$ , where  $P_{\min}$  represents the amount of the lowest bidder,  $P_x$  the amount of the bidder and  $Y$  the weight.

### Adequacy and Quality of the proposal:

This includes amongst others:

The tenderer needs to provide a fully documented proposal on how the proposed event design and facilitation scheme will contribute to meeting the workshop objectives as stated in the technical provisions. Demonstrated skills in event design and facilitations engaging a wide diversity of actors in interacting and effectively producing relevant outputs will be required.

The tenderer will also provide adequate information on communication activities and material that will be implemented or produced to ensure a wider engagement in and awareness raising of the event (e.g. web-streaming of the event, video making, etc.), as well as a proper dissemination of the results.

### Innovation:

This includes amongst others:

The tenderer will have to go beyond simple break-out group discussions and propose innovative participation and engagement methodologies making use of the most recent advances in facilitation and engagement of actors including the use of new technologies (e.g. electronic voting pads, communication wall, etc.). The tenderer will have to demonstrate how the innovative methodologies will engage participants at different levels:

- Individual: allow for more emotional and personal engagement
- Group: allow for effective group exchanges and co-building of ideas and recommendations
- Outcome: ensure concrete outputs but also engage beyond the workshop in long-term interactions

The organising committee involving representatives from the workshop convenors (EKLIPSE project, EPBRs Steering Committee, and BiodivERSa executive committee) will score the applications based on these criteria.

The contract will be awarded to the tenderer which has submitted a valid offer and achieves the highest total score.

### 13. Provisional and final acceptance

If appropriate, an official statement of provisional acceptance or refusal of provisional acceptance will be drawn up after the following moments:

Phase	Services to be delivered	Execution deadline
1.	<ul style="list-style-type: none"> <li>Draft Workshop detailed design, methodologies, agenda and expected outcomes</li> <li>Draft communication plan including a dissemination plan (i.e. how will workshop results and report be disseminated) and a proposal of communication material for the workshop: flyer and messages (key texts to be used to promote the workshop), possible webstreaming and/or video making, etc.</li> </ul>	No later than 31 October 2016
2.	<ul style="list-style-type: none"> <li>Final plan of event design, methodologies, agenda and expected outcomes of workshop.</li> <li>Final plan of communication activities including dissemination plan and first proposals for workshop communication material: flyer and key messages (texts to be used in promotion of the workshop), possible webstreaming and/or video making, etc.</li> </ul>	15 November 2016
3.	Workshop implementation and Facilitation 6-7 December 2016	6-7 December 2016
4.	Workshop report and dissemination	No later than 20 January 2017

### 14. Billing and payment

Payment will be made according to the following schedule:

Phase 2	15 November	50%
Phase 4	20 January 2017	50%

The detailed invoices, drawn up in euro, must be sent, together with the official statements of the provisional acceptance to the following address:

Royal Belgian Institute of Natural Sciences  
Attn. Estelle BALIAN  
Rue Vautier 29  
1000 Brussels

## **15. Result commitment**

The contractor shall provide all the necessary measures, even if it is not explicitly stated in the present call for tenders, to achieve a satisfactory outcome and to meet the requirements of this call for tender. All efforts to accomplish this, is part of the job and should be foreseen by the contractor. The agreement resulting from this contract is an obligation of result.

## **16. Delay fines**

If the contractor fails to comply with the implemented deadlines, he is imposed to fines. These are calculated at a rate of 0.1% of the amount of the contract per calendar day of delay.

The delay penalties are claimable without any formal notice by the simple expiry of the aforementioned execution times without drawing up an official statement and shall automatically be applied to the total number of days of delay.

Without prejudice to the delay fines, indemnifies the contractor, the contracting authority as the case against all damages it is owed to a third party by reason of his delay in performance of the contract.

## **17. The contractor's liability**

The contractor bears full responsibility for the errors and negligence's that occur in the provided services.

Without prejudice to the delay fines, indemnifies the contractor, the contracting authority as the case against all damages it is owed to a third party by reason of his delay in performance of the contract.

## **18. Staff**

The contractor commits himself to let the job carried out by the designated persons in the tender. The appeal to possible replacements is only acceptable with the consent of the contracting authority.

## **19. Insurance**

The contractor must be insured to cover his liability for accidents, as well as his civil liability towards third parties in the execution of the assignment.

Within 30 days after the conclusion of the contract the contractor shows that he has entered this insurance on the basis of a certificate proving the sufficient amount of the guaranteed liability for this assignment.

At any time during the execution of the contract, the contractor shall submit this certificate within 15 days after receiving the request from the contracting authority.

## **20. Confidentiality**

The contractor and the contracting authority involved in the execution of the contract, acquired knowledge of information or documents or receive information of any kind that is classified as confidential and, in particular related to the subject of the contract, the required resources for its execution and on the functioning of the departments of the contracting authority shall take the necessary measures to prevent the communication of such knowledge of information or documents to third parties.

The contractor who has during the execution of the assignment knowledge of a design or model, know-how, method, or an invention belonging to the contracting authority or jointly to the contracting authority and the contractor shall abstain from any communication on the design or model, the know-how, the method of the invention to a third party, unless those elements are the subject of the assignment.

The contracting authority who has during the execution of the assignment knowledge of a design or model, know-how, method, or an invention belonging to the contracting authority or jointly to the contracting authority and the contractor shall abstain from any communication on the design or model, the know-how, the method of the invention to a third party, unless those elements are the subject of the assignment.

The contractor will incorporate in its contracts with subcontractors the confidentiality obligations which the contractor must comply to for the execution of the contract.

## **21. Intellectual property**

The contracting authority obtains the intellectual property created, developed or used in carrying out the assignment.

The contracting authority will have the right for commercial and non-commercial, including educational use, for all exploitation modes and forms, for the entire duration of the relevant law and for the whole world.

The contractor must take all measures necessary to safeguard the rights of the contracting authority and shall, if necessary, at its own expense, comply with the formalities necessary to ensure that these rights can be invoked against third parties. He informs the contracting authority about affected settlements and the fulfilled formalities.

The contractor guarantees that the creations that he will realize will not infringe on any third party right or any law.

The contractor who has not respected the rights of a third party or did not inform the rights to the contracting authority guarantees every claim, and this without limiting the amount that would allow a third party against the contracting authority.

All fees which the contractor may owe to the authors and to the artistic and technical staff required for the execution of the assignment are at his expense.

The contracting authority may delegate all or part of the acquired rights to third parties under the contract.

## **22. Disputes**

All disputes regarding the performance of this contract shall be settled exclusively before the competent courts of the judicial district of Brussels. The official language is Dutch or French.

## B. TECHNICAL PROVISIONS

### 1. Context of the assignment

The [Royal Belgian Institute of Natural Sciences](#) (RBINS) is one of the ten federal scientific establishments that are governed by the Belgian Science Policy Office ([Belspo](#)). It is involved in important scientific research activities and carries out public service missions. It is open to everyone through the Museum of Natural Sciences. The RBINS, which is heavily involved in all international agreements on environmental management, also works to preserve biodiversity and educate local players in developing countries in close cooperation with the Belgian federal government's Directorate General for Development Cooperation.

RBINS serves as one of the host institutions for the Belgian Biodiversity Platform (BBPF; [www.biodiversity.be](http://www.biodiversity.be)), a science-policy interface aiming to promote policy-relevant biodiversity research in support of sustainable development, by liaising between the Belgian research community and policy. The BBPF hosts the national focal points/secretariats for major biodiversity initiatives ([Global Biodiversity Information Facility](#); the [Intergovernmental Platform for Biodiversity and Ecosystem Services](#); the [European Platform for Biodiversity Research Strategy](#) (EPBRS), the [International Union for Nature Conservation](#) – among others). It conducts the work for the EKLIPSE EU funded project ERA-net on behalf of RBINS: <http://www.eklipse-mechanism.eu>

### 2. Description of the services

The EKLIPSE EU funded project, the EPBRS and the ERA\_Net [BiodivERsA](#) will organise a foresight workshop in Brussels on 6-7 December 2016 on Biodiversity and Nature-based solutions. The organising committee is composed of representatives from each of these conveners.

The main goal of the workshop will be to identify specifically emerging issues, but also additional knowledge needs that could be included in research strategies and upcoming calls for proposals on Nature-based solutions, and their relation to biodiversity and ecosystem services.

The specific objectives will be:

- to engage scientists, policy makers and stakeholders in a horizon scanning exercise to identify emerging issues related to the proposed topics
- to strengthen the link between the three initiatives, namely EKLIPSE, BiodivERsA and EPBRS
- to test and evaluate innovative approaches to horizon scanning

**BACKGROUND-** EKLIPSE is a H2020 funded project that aims to develop an innovative and self-sustainable EU support mechanism for evidence-based and evidence-informed policy on biodiversity and ecosystem services ([www.eklipse-mechanism.eu](http://www.eklipse-mechanism.eu)). One function covered by EKLIPSE is the identification of research needs and emerging issues.

The EPBRS is an EU-based forum for natural and social scientists, policy-makers and other stakeholders that has been operating since 1999 ([www.epbrs.org](http://www.epbrs.org)).

BiodivERsA is the network (ERAnet) of national and local programmers and funders of research on biodiversity, ecosystem services and Nature-based solutions from 21 European countries. It elaborates a common strategy and implementation plan that identify priority topics and actions to be jointly addressed ([www.biodiversa.org](http://www.biodiversa.org)).

During 2014-2015, several initiatives<sup>1</sup> were carried out by EC and EPBRS (e-consultation on NBS in fall 2014), by BiodivERsA (BiodivERsA foresight workshop and EU Parliament event workshop in June 2015,) and other networks (May 2015 Alter-Net conference in Ghent) in close collaboration with EC-DG Research and Innovation to explore the concept of Nature-based solutions and identify priority areas of work.

Based on the results of these initiatives, EKLIPSE would like to engage with EPBRS and BiodivERsA in the planning of this foresight workshop, making it a common endeavour between the three initiatives. EKLIPSE will support the workshop organisation and logistics and open a call for tender for external contractors to propose innovative design/formats, communication activities, and to facilitate the event. EPBRS will ensure the contribution of official delegates from the Members States and BiodivERsA will link to national funders and ensure coherence with its strategic roadmap.

**FORMAT** - The Foresight workshop will be held in Brussels in the facilities of the Belgian Science Policy Office ([Belspo](http://belspo.be)). It will start at 1PM CET on December, 6, and end at 12noon CET on December, 7, 2016.

It is expected to gather about 60 to 80 participants from various backgrounds and sectors: scientists (social and natural sciences), policy makers at national and European level, and other stakeholders including practitioners. Participant invitation, registration and travel arrangements as well as all logistical aspects of the workshop will be managed by the organising committee.

The Tenderer is expected to propose an event design and facilitation scheme involving at least two lead facilitators.

**WORKSHOP TOPIC AND OBJECTIVES** - To prepare for this workshop, a consultation of key relevant networks was carried on in the summer 2016 to identify priority themes and habitats.

The workshop should answer the following questions for each of these selected topics and habitats

- What are the emerging issues related to this theme and habitat?
- How can they be best tackled by research: enabling actions and conditions?
- What would be the additional knowledge needs to best address these emerging issues?

The workshop objectives are to engage all participants in effective and productive discussions to answer these questions and produce concrete outputs/recommendations, and to ensure larger engagement and awareness raising of relevant audiences through on site and follow up communication and dissemination activities.

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<sup>1</sup> Link to several initiatives and reports: <https://ec.europa.eu/research/environment/index.cfm?pg=nbs>

**CUMMUNICATION PLAN** - The target audience includes research policy decision makers at high and medium levels, such as government officers and politicians, and also media. The tender is expected to draft a communication plan (target audience, message map, etc.) including a motivated dissemination plan for the workshop outputs, listing the main contact points/communication cells, providing suggestions for events during which the outputs can be spread/discussed, and advising on the use of social media/web-based tools. As part of the communication plan implementation, the tender needs to produce communication support material (flyer, key messages, programme, etc. ) and organise promotional activities such as webstreaming and/or video making of the event. The communication plan needs to be approved by the organising committee.

**WORKLOAD AND TIMESCHEDULE** – Workload is estimated to be equivalent to approximately 25 to 35% FTE over the whole period (October 1 to January 15). The work expenditure will, however, likely be unevenly distributed over time depending of the three phases. Tentative start date is October, 1, 2016, with the funds to be used until end of January 2017. It is expected that a draft event detailed design and facilitation scheme as well as a draft communication plan will be delivered by October 31 2016 to be discussed and validated with the organising committee. These should be finalised by the 15<sup>th</sup> of November 2016. Implementation and facilitation of the workshop will take place on the 6<sup>th</sup> and 7<sup>th</sup> of December and the workshop report and dissemination activities will be delivered and implemented in January 2017.

Composed in 1000 Brussels, ... 2016



Camille PISANI  
General Director

Signature of the tender manager (s) or agents), preceded by "read and approved".

(In case a combination without legal status is proposed, all managers or agents must sign the call for tender.)

Place:

Date:

Name:

## C. ANNEXES

### Annex : tender form