

CONTRACT TITLE

FRAMEWORK CONTRACT SERVICES FOR THE IMPLEMENTATION OF EXTERNAL AID 2018 (FWC SIEA 2018)

Identification number: EUROPEAID/138778/DH/SER/MULTI

European Union, represented by the European Commission, B-1049 Brussels, Belgium, on behalf of and for the account of the Beneficiary Third Countries of EU External Aid ('the FWC Contracting Authority'),

('the Contracting Authority'),

of the one part,

and

<Full official name of the Contractor>

[<Legal status/title>]¹

[<Official registration number>]²

<Full official address>

[<VAT number>],³

('the Framework Contractor')

of the other part,

have agreed as follows:

(1) Subject

1.1 The subject of this Framework contract is: *Services for the Implementation of External Aid (SIEA) 2018* Lot < lot no. > done in Brussels with identification number EUROPEAID/138778/DH/SER/MULTI ('the services').

1.2 The Framework Contractor shall execute the tasks assigned to him/her in accordance with the Global Terms of Reference annexed to the Contract (Annex II)

(2) Contract value

The Framework Contract has no contract value or maximum budget.

The contract value is fixed for each individual assignment at the level of the Specific Contract. The Specific Contracts, established in euro, may be concluded as either fee-based contracts or global price contracts, in both cases respecting the maximum fees defined in the Global Financial Offer of Annex V.

(3) Order of precedence of contract documents

The following documents shall be deemed to form and be read and construed as part of this Contract, in the following order of precedence:

- the contract agreement;

¹ Where the contracting party is an individual.

² Where applicable. For individuals, mention their ID card, passport or equivalent document number.

³ Except where the contracting party is not VAT registered.

- the Special Conditions
- the General Conditions (Annex I);
- the Global Terms of Reference including clarification before the deadline for submitting tenders (Annex II)
- the Global Organisation and methodology [including clarification from the tenderer provided during tender evaluation] (Annex III);
- Global Financial Offer (Annex V);
- Financial identification form, Legal entity form and other relevant documents (Annex VI));
- Draft Specific Contract with annexes (Annex VII)
- Annual report template (Annex VIII)
- Local Partner Network (Annex IX)

The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Addenda shall have the order of precedence of the document they are amending.

The individual assignments will be implemented through Specific Contracts concluded between the Framework Contractor and a particular Contracting Authority ('SC Contracting Authority'). Each Specific Contract will include its own Specific Terms of Reference (Specific ToR), specific Financial Offer, and, when applicable, a specific Methodology and specific CVs of the experts proposed. Unless otherwise indicated in the Special Conditions, the General Conditions (Annex I) will apply to each Specific Contract under the Framework contract.

The templates attached in Annexes VII and VIII may be unilaterally amended by the FWC Contracting Authority without the need to conclude a formal addendum to the Framework Contract⁴.

(4) Language of the contract

The language of the Framework Contract and of all written communications between the Framework Contractor and the FWC Contracting Authority and/or the FWC Project Manager shall be English.

The working and reporting language as well as the communications with the SC Contracting Authority may be additionally in French, Spanish or Portuguese as specified in the Specific Terms of Reference of each Specific Contract.

(5) Other specific conditions applying to the Contract

The following conditions to the Contract shall apply:

⁴ A second and third template for Specific Terms of Reference may be introduced at a later stage, to be used by Commission services for requests for services for evaluation services and budget support services respectively. The templates will follow the structure of the current general template for Specific Terms of Reference.

By derogation from Article 28 of the General Conditions, no expenditure verification report is required for a fee-based Specific Contract unless explicitly indicated otherwise in the Specific Contract and/or the Specific Terms of Reference.

By derogation from Article 20.1 of the General Conditions, the replacement of an agreed staff - the Curriculum Vitae of which is part of the contract - by someone with at least equivalent qualifications and experience under a Specific Contract, can be authorised through an administrative order issued by the Specific Project Manager ('SC Project Manager').

Done in English in two originals, one original for the European Commission and one original for the Framework Contractor.

For the Framework Contractor

For the Contracting Authority

Name:

Name:

Title:

Title:

Signature:

Signature:

Date:

Date:

SPECIAL CONDITIONS

These conditions amplify and supplement the General Conditions governing the Contract. Unless the Special Conditions provide otherwise, the General Conditions remain fully applicable. The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the General Conditions. Exceptionally, and with the approval of the competent European Commission departments, other clauses can be indicated to cover particular situations.

Article 2 Communications

2.1 Any communications, as per article 2 of the General Conditions, relating to this Framework Contract with the FWC Contracting Authority shall be made to its FWC Project Manager:

European Commission – Directorate-General for International Cooperation and Development

Directorate [<name of the Directorate>]

Unit [<name of the Unit>]

The contact details of this FWC Project Manager are kept up to date on EuropeAid's dedicated 'Framework Contract SIEA 2018' website.

For each individual assignment, the SC Contracting Authority and its SC Project Manager will be determined in the Specific Contract.

Article 4 Subcontracting

Subcontracting of the Management Team services to be provided at the level of the Framework Contract, is not allowed. For this purpose, individual experts recruited as experts for the Management Team services are not regarded as subcontractors.

For other services to be provided at the level of the Framework Contract, subcontracting is permitted with firms that have not been contracted for the same lot.

For services to be provided at the level of the Specific Contract, subcontracting is permitted on condition that no subcontract is given to another Framework Contractor of the same lot. For each individual assignment, the subcontractors explicitly identified as such in the Framework Contractor's Specific Offer are considered authorised in the sense of article 4 of the General Conditions, through the signature of the Specific Contract.

Article 19 Implementation of the tasks and delays

19.1 The date on which implementation of the Framework contract starts shall be within 3 months of the signature of this contract by both parties and shall be set in an administrative order issued by the FWC Project Manager.

The start date for implementation of each individual assignment shall be determined by the corresponding Specific Contract.

19.2 The period for implementing the tasks is 24 months from the start date.

The Specific Contracts shall be signed by the Framework Contractor and the SC Contracting Authority before the Framework Contract under which they are signed expires. The Framework Contract shall continue to apply to such Specific Contracts after its expiry.

The implementation period of each individual assignment will be specified in each Specific Contract.

- 19.3 The framework contract will be renewed automatically once for 24 months, unless one of the parties receives formal notification to the contrary at least three months before the end of the ongoing duration. Renewal does not change or postpone any existing obligations.

Article 26 Interim and Final Reports

The Framework Contractor shall submit reports regarding the Framework Contract as specified in the Global Terms of Reference.

The Specific ToR of each Specific Contract will indicate the reporting obligations concerning the individual assignments.

Article 27 Approval of Reports and Documents

Together with the approval of the final output(s) in accordance with Article 27 of the General Conditions, the SC Contracting Authority shall forward the Framework Contractor the Specific Contract's Assignment Assessment.

Article 29 Payment and interest on late payment

- 29.1 Payments in relation to a Specific Contract will be made subject to Articles 26 to 33 of the General Conditions.

For fee-based Specific Contracts, the actual amounts payable after the pre-financing payment will vary. They shall be based on the Framework Contractor's invoice accompanied by an interim progress report and (when applicable) an expenditure verification report, and are subject to approval of the reports in accordance with Article 27 of the General Conditions.

- 29.5 Payments in relation to a Specific Contract shall be made in euro in accordance with Articles 20.6 and 29.4 of the General Conditions into the bank account notified by the Framework Contractor to the FWC Contracting Authority.

Article 30 Financial Guarantee

- 30.1 When the pre-financing requested is equal or below EUR 300 000 and subject to a positive risk assessment by the Contracting Authority, by derogation from article 30 of the General Conditions no pre-financing guarantee is required.

When the pre-financing requested for a specific contract is above EUR 300 000, a pre-financing guarantee is required.

Article 40 Settlement of disputes

- 40.4 Any disputes arising out of or relating to the Framework Contract or a specific Contract which cannot be settled amicably shall be referred to the exclusive jurisdiction of the courts of Brussels, Belgium.

Any disputes arising out of or relating to Specific Contracts concluded with another SC Contracting Authority than the European Union, which cannot be settled otherwise shall exclusively be referred for arbitration to an arbitral tribunal applying the rules of arbitration of the International Chamber of Commerce.

Article 42 Data Protection

Article 42 of the General Conditions is hereby supplemented by the following provision:

The Contractor shall enter the expert's data in the database referred to in point 6.3 of the Global Terms of Reference having obtained the expert's explicit consent to do so.

Article 43 Further additional clauses

43.2 In addition to Article 27 of the General Conditions, the SC Contracting Authority will communicate to the Framework Contractor its evaluation of the services rendered under the Specific Contract. The Framework Contractor has the opportunity to make observations vis-à-vis that evaluation. The Framework Contractor undertakes to communicate to the experts the part of the evaluation which concerns their performance and, if considered relevant, add the experts' observations to its own.

43.3 An electronic system will be used by the Contracting Authority and the Framework Contractor to implement the framework contract for all stages of implementation including, *inter alia*, management of the framework contract (amendments and administrative orders), requests for services, clarifications of requests for services, submission of offers, evaluation, signature of specific contracts, reporting and payments. The Framework Contractor will be required to register in and use the appropriate electronic exchange system to allow for the e-management of the framework contract.

The electronic management of the framework contract through the aforementioned system may commence on the date on which implementation of the framework contract starts, as described in Article 19 above, or at a later date. In the latter case, the FWC Contracting Authority will inform the contractor by administrative order 3 months prior to commencement.

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