

# GLOBAL TERMS OF REFERENCE

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

EUROPEAID/138778/DH/SER/MULTI

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ANNEX 1 - Detailed description of the Lots

## **1 BACKGROUND INFORMATION**

### **1.1 General information**

This Framework Contract (FWC) provides expertise for the implementation of External Aid.

The FWC has no overall contract amount or maximum budget.

The contract amount is fixed at the level of each individual assignment in the Specific Contract and the maximum value of a specific contract under this framework contract cannot exceed 999,999 EUR.

The various Specific Contracts are governed by the EU External Aid Programmes under which they are financed. These EU External Aid Programmes include the European Development Fund (EDF), as well as the Programmes financed from the EU General Budget.

### **1.2 Contracting Authority**

The Contracting Authority for the FWC (hereafter referred to as “FWC Contracting Authority”) is the European Union represented by the European Commission, on behalf of Third Beneficiary Countries.

The Contracting Authority for each individual Specific Contract (hereafter referred to as “SC Contracting Authority”) may be either the European Union represented by the European Commission, acting on behalf of Third Beneficiary Countries, or a Third Beneficiary Country under indirect management<sup>1</sup>.

The general term “Contracting Authority” refers to both.

## **2 CONTRACT OBJECTIVES**

The objective of the FWC is to provide, via individual assignments defined and contracted through Specific Contracts, expertise which can be mobilised at short notice. The quality of the services, which may make use of expertise either internal or external to the Framework Contractor, must be guaranteed by the Framework Contractor who will provide the appropriate internal technical skills and resources.

The expertise may be required at any stage of the project cycle (except financial audits) and may cover any sector(s) within a lot, detailed in Annex 1 to the present Global Terms of Reference (Global ToR). The expertise may also cover any geographic area in the world, either inside or outside the EU.

The Specific Terms of Reference (Specific ToR), which form part of each Specific Contract, shall describe the objectives and required outputs of each individual assignment.

## **3 SCOPE OF THE WORK**

### **3.1 Technical content**

Annex 1 indicates the technical sectors covered by the lot. An assignment may cover any of the sectors of Part A ‘Expertise common to all lots’ and/or any of the sectors of Part B ‘Technical description’. **The list of B sectors is not exhaustive** and users may call on any additional expertise falling within the sectors defined in the title of the lot.

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<sup>1</sup> The use of the framework contract by a Third Beneficiary Country is dependent on authorisation from the FWC Project Manager within DG DEVCO, and that the Third Beneficiary Country has access to the electronic system for the use of the framework contract.

### **3.2 Assignment implementation**

The FWC Contracting Authority will identify within the European Commission a “FWC Project Manager” in charge of the overall management of the FWC.

The SC Contracting authority will identify a “SC Project Manager”, whose role is to oversee the implementation of the individual assignment and to liaise with the Framework Contractor in that respect.

The general term “Project Manager” refers to both.

Quality and conformity with the Specific ToR for each assignment is one of the key responsibilities of the Framework Contractor. He/She is fully responsible for the quality of the reports or/and other outputs required.

The Framework Contractor is responsible for all administration in relation to the assignment, such as establishing a contract with the experts or service providers, providing insurance coverage, executing payments, etc.

Furthermore, prior to the start of the assignment, the Framework Contractor must brief the expert(s) selected regarding all administrative, contractual and technical aspects relevant to the individual assignment.

The Framework Contractor will ensure that the experts provided refrain from presenting themselves as representatives of the European Commission, e.g. using the logo of the Commission on their business cards or letter paper.

The Framework Contractor has the obligation to respond to each request for services sent to him/her. If he/she is not in a position to make an offer, a substantiated justification must be provided as quickly as possible.

The Framework Contractor must make available an appropriate logistical support for the experts, including their travel and accommodation arrangements for each assignment, the secretarial support, appropriate communication means, etc.

The experts will be equipped with the standard equipment, such as an individual laptop, computer, mobile phones, etc.

The Framework Contractor must ensure that an effective quality control takes place for each individual assignment, and must provide his/her experts the necessary support to guarantee the quality of the outputs.

The Framework Contractor must also transfer funds necessary to support the activities under the contract and ensure that his/her experts are paid regularly and in a timely fashion, in particular in line with provisions of their Methodology. He/She also must ensure that his/her staff is covered by appropriate insurance. The Commission may ask to the Framework Contractor a copy of the template of the contract that he/she usually signs with the experts performing FWC assignments. The Framework Contractor should make clear to the experts that the Contracting Authority is in no way liable for their payment.

## **4 GEOGRAPHICAL COVERAGE**

The Framework Contractor will be supported by the largest possible world-wide network of local expertise. These local partners will be able to provide local expertise, logistic support during the missions as well as the supervision in terms of the quality of experts identified on local markets.

To the extent that an associated local partner is not member of the Framework Contractor’s consortium, he/she qualifies as sub-contractor for any individual assignment and the resulting Specific Contract.

## **5 TIMING**

Framework Contract: The initial implementation period of the Framework Contract is 24 months from the start date. The Framework Contract may be extended by the Framework Contractor and the FWC Contracting Authority for a maximum of an additional 24 months.

Specific Contracts: the request for services and the Specific Contract give the indicative starting date and duration of the individual assignment. The real starting date is determined by the SC Project Manager once the Specific Contract has been signed.

## **6 REQUIREMENTS**

### **6.1 Consortium and its leader**

A Framework Contractor may consist of a consortium with legal and natural persons as members. All such consortium members are jointly and severally liable to the Contracting Authority for the implementation of the FWC and the Specific Contracts concluded with the Framework Contractor.

The consortium agrees to be represented by one of its members, a natural or legal person who acts as consortium Leader.

The consortium Leader is the sole interlocutor for financial and contractual aspects of the FWC and the individual assignments and is the only formal contact point between the Framework Contractor and the Contracting Authority. It is the consortium Leader who is responsible for the invoicing, its accuracy and the delivery of the supporting documents when required.

The consortium Leader must ensure that all members are aware of and respect the contractual provisions (including the contractual methodology, 'the Methodology'<sup>2</sup>), as well any of the Contracting Authority's communications related to the implementation of the FWC.

The consortium Leader shall inform the FWC Contracting Authority of any change concerning the consortium members. Any change in the composition of the consortium requires the prior authorisation of the FWC Contracting Authority. Any change in administrative data (address, bank account, etc.) must be notified without delay to the FWC Project Manager.

### **6.2 Staff**

The Framework Contractor must make available an appropriate management and backstopping mechanism, quality control system, secretariat and any other support staff (editors, proof readers etc.) that he/she considers to be necessary in order to implement this FWC.

All overheads, including the cost of the Management Team, of the quality control, of the backstopping mechanism, of the logistic and administrative support etc. are considered as integrated in the fee rates<sup>3</sup>. Participation of a Management Team member in the briefing/debriefing session, when required in the Specific ToR, is however not part of the fees and is to be budgeted separately in the Specific Offer.

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<sup>2</sup> The Global Organisation and Methodology, Annex III of the Framework Contract Agreement

<sup>3</sup> The fee rate is composed of a 'management fee' and an 'expert fee' at specific contract level. See Global financial offer.

### **6.2.1 The Management Team**

The composition of profiles of the Management Team is determined by the Framework Contractor in his/her Methodology<sup>4</sup> and comprises a minimum of one permanent Project Director and one substitute, who shall, as a minimum, be available and formally take over each time the Project Director is temporarily absent. The Framework Contractor should take into account that several assignments can run in parallel. Any change to the Management Team composition must be approved by the FWC Project Manager and a replacement must (as a minimum) match the profile for that position as set out by the Framework Contractor in his/her Methodology.

Throughout the implementation of the framework contract, the Framework Contractor will keep the FWC Project Manager informed of the names and contact details of each member of the Management Team, provide evidence that the individual conforms to the profile in the Methodology if so requested by the FWC Contracting Authority, and will inform of any changes immediately, which must receive prior-authorisation from the FWC Project Manager.

The Framework Contractor's Project Director has the overall responsibility for the running of the FWC and, except in exceptional circumstances, any formal contact with the Contracting Authority. His/Her contact details will be made available to the users of the FWC on the EuropeAid website and he/she (or his/her temporary substitute) is required to react within a working day to any communication made by the Contracting authority or the Project Managers. He/She signs-off all outputs (such as studies, reports) required under the Specific Contracts and all reports on the Framework Contract implementation.

It is not authorised to propose and contract a Management Team Member as an expert for an individual assignment. A Management Team member may, however, be required in the Specific ToR, to be present for the briefing and/or debriefing session of an individual assignment.

The Management Team will have at least the following tasks:

1. responsibility for the day-to-day management of the FWC and each individual assignment;
2. monitoring of the services rendered and of the performance of the experts implementing the individual assignments;
3. technical backstopping;
4. ensuring that quality control of the Specific Contract outputs is carried out, either by the Management Team itself or through an identified consortium member and its staff;
5. participation in briefing/debriefing when required for an assignment (as per the Specific ToR).

The Management Team must have the following skills and experience:

1. each member must have a University-degree education or alternatively a professional experience of minimum 15 years;
2. each member must have at least 12 years of professional experience related to the lot and the function he/she is assigned to by the Framework Contractor's Methodology. Additionally, for the Project Director, at least 5 years of that professional experience must have been in a senior management position;

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<sup>4</sup> The Methodology will not contain the names of the members, but a profile giving the qualifications, skills and experience required for the position.

3. each member must have working knowledge of English or French. Additionally, the Project Director and his/her substitute must have at least C1 level of both English and French<sup>5</sup>.
4. at least one member of the team will have at least 5 years' experience in development issues or development cooperation.

All costs of the Management Team, the backstopping mechanism and the quality control, are included in the fee rates. No costs of this nature may be charged in addition.

If the Specific ToR impose the participation of a Management Team member for the briefing and/or debriefing session of an individual assignment, the related costs are, however, not part of the fees and are to be budgeted separately in the Specific Offer.

### **6.2.2 The Support Team**

The Management Team should be assisted by a team of support staff with the qualifications required in order to, *inter alia*:

- 1) provide the experts with all the necessary logistical support both before and during the assignment to allow the experts to concentrate on their primary responsibilities;
- 2) support the Management Team in dealing with the administrative work such as handling the Requests and the Specific Contracts;
- 3) support to the Management Team in the follow up of the assignment with the users;
- 4) ensure an efficient invoicing to the SC Contracting Authority and payment to the experts and service providers.

The working knowledge of French, English, Spanish and Portuguese is required from the support team in order to be able to easily maintain contact with the Project Managers and the Beneficiaries of the project.

All costs of the support team, including the secretarial services both in the Framework Contractor's Headquarters and/or expert's home office and for experts in the field, are included in the fee rates. No costs of this nature may be charged in addition.

### **6.2.3 Experts**

The following categories of experts can be required for the implementation of the FWC assignments: expert Category I, expert Category II and expert Category III, as defined below.

In addition, for assignments for the evaluation of grant proposals (as referred to in Detailed Description of the Lots, Part A, sector c) administrative assistants may be required.

#### **Category I:**

- *Qualifications and skills:* Education at least Master's Degree or, in its absence, equivalent professional experience. The Specific ToR will further define the required education sector and type and duration of the equivalent experience (equivalent experience which must be above the general professional experience duration fixed below);
- *General professional experience:* At least 12 years' experience in the sector(s) related to the lot;

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<sup>5</sup> Scoring as per the Common European Framework of Reference for Languages - <https://europass.cedefop.europa.eu/en/resources/european-language-levels-cefr>

- *Specific professional experience:* The technical skills required shall be specified in the Specific ToR;
- *Soft skills:* If required, the soft skills (e.g. facilitation and communication skills) will be specified in the Specific ToR;
- *Language skills:* The language skills required for each assignment will be specified in the Specific ToR.

### **Category II**

- *Qualifications and skills:* Education at least Master's Degree or, in its absence, equivalent professional experience. The Specific ToR will further define the required education sector and type and duration of the equivalent experience (equivalent experience which must be above the general professional experience duration fixed below);
- *General professional experience:* At least 6 years' experience in the sector(s) related to the lot;
- *Specific professional experience:* The technical skills required shall be specified in the Specific ToR;
- *Soft skills:* If required, the soft skills (e.g. facilitation and communication skills) will be specified in the Specific ToR;
- *Language skills:* The language skills required for each assignment will be specified in the Specific ToR.

### **Category III**

- *Qualifications and skills:* Education or type of experience will be identified in the Specific ToR;
- *General professional experience:* At least 3 years' experience in the sector(s) related to the lot;
- *Specific professional experience:* The technical skills required shall be specified in the Specific ToR;
- *Soft skills:* If required, the soft skills (e.g. facilitation and communication skills) will be specified in the Specific ToR;
- *Language skills:* The language skills required for each assignment will be specified in the Specific ToR.

For the administrative assistant, the Specific ToR will define the profile and type of requirements.

### **Other aspects**

In case of doubt regarding the CV received, the Project Manager may require evidence of the above skills.

If the expert(s) is(are) unable to meet the level of quality required for preparing the written outputs such as reports, the Framework Contractor will provide, at no additional cost to the Contracting Authority, immediate additional support for these outputs to meet the appropriate standards.

The Specific ToR may not impose more years of general professional experience, nor impose a number of years of specific experience which exceeds the years of general professional experience defined for each category.

For Fee-based contracts: The Specific ToR may indicate either the profile/skills per expert or the expertise required from a team; in the latter case the Framework Contractor is responsible for proposing a team covering all the expertise required. The Specific ToR

specify in both cases the category(ies) of experts and related input per category (expertise and number of working days). Unless indicated otherwise in the Specific ToR, the Framework Contractor will identify the expert who will be the Team Leader for the given assignment.

The Specific ToR must define all the experts or expertise required to carry out the assignment. All experts requested must be proposed by the Framework Contractor, evaluated and contracted (identified in the Budget Breakdown). The Specific Contract and/or Specific ToR may not foresee 'non-key' experts to be identified and added later.

For Global price contracts:

The precise time inputs of the experts under a Global price contract will left to the discretion of the Framework Contractor to propose in the specific offer. However, the specific Contracting Authority may, where appropriate, decide to indicate an absolute minimum input in terms of working days and/or qualifications for one or more experts.

The Specific ToR shall not discriminate the experts on the ground of their former or present nationality, gender, place of residence etc.

Framework Contractors should favourably consider calling on the expertise available on the local market, whenever possible and in respect of equal treatment of all experts of eligible nationality. The Framework Contractor is expected to reflect the local market fees when the expert is hired on the local market.

Knowledge of a local language required by the Specific ToR can be replaced in the offer by calling on interpreter/translator unless otherwise specified in the Specific ToR. If so, for the purpose of the offers' financial evaluation, this service cost of the interpreter/translator will be added to the total fees.

For each Specific Contract, the contract between the Framework Contractor and its expert shall contain a provision which stipulates that the expert's involvement is subject to the approval of the Beneficiary State.

Having selected an offer for a fee-based contract partly on the basis of the CVs of the experts proposed, the assignment is expected to be executed by these experts. As the expected date of mobilisation is given in the relevant Request and as each expert has signed a statement of exclusivity and availability for the given assignment, he/she is obliged to remain available to start the assignment as envisaged and all through the assignment's implementation. The statement of exclusivity and availability to be used is the latest form published in the FWC SIEA 2018 page of EuropeAid's website. The Framework Contractor has also to take appropriate measures to ensure the availability of the expert all throughout the assignment. Failing to do so, his/her Specific Offer may be rejected, the award of the Specific Contract cancelled or the Specific Contract terminated. If this would occur frequently, the Framework Contractor may be deemed to be in breach of contract, with the possibility that the Contract Authority imposes the remedies laid down in the General Conditions and/or temporary suspension from the framework contract.

### **6.3 Facilities to be provided by the Framework Contractor**

All secretarial and other office-related costs (which may include office rental, communications such as fax, telecommunications, mail, courier etc., and report production) both in the Framework Contractor's headquarters and/or expert's home office and for experts in the field are included in the fee rates. No costs of this nature may be charged in addition.



In the Organisation & Methodology for each Specific Contract, the Framework Contractor shall define who among the involved consortium members and who among their staff, ensures the quality supervision over the Specific Contract, with indication of the reasons justifying that choice. Such a Specific Contract quality supervision function implies that an effective quality control takes place for each assignment in order to guarantee that all outputs conform to the Specific ToR requirements and to the State of the Art. The person identified for that function in a particular Specific Contract, also signs off (together with the Project Director) all the outputs (reports, studies) required under the Specific Contract. The Specific Contract quality supervision can be done by the Management Team, or can be assigned to the level of individual consortium members, to be determined by the Framework Contractor on a case by case basis. The related costs are included in the management fee rates. No costs of this nature may be charged in addition.

Reports and other documents required in the Specific ToR in up to a maximum of 10 copies (the precise number will be stated in the Specific ToR) and in an electronic version (CD, USB stick, etc.) will be made available by the Framework Contractor at no extra charge.

No office, secretarial, communication, logistical, transport or visa facilities are to be provided by the EU Headquarters, EU Delegations or the Beneficiary State.

No supplies (e.g. equipment and material) may be purchased in the context of this FWC nor in the context of individual assignments.

The Specific ToR may, however, allow the purchase of documents (for example, reports, maps or statistical information), consumables (for example, chemicals for environmental tests) or other items strictly necessary for the experts to perform the assignment under the Specific Contract. No Information Technology or similar equipment (e.g. laptops, cameras, projectors) may be purchased under a specific contract including to equip training facilities even when the objective of the assignment is the training. Hiring of (equipped) training facilities, meeting rooms for debriefing sessions (for workshops, seminars), etc. is authorised provided that these costs remain marginal and are laid down in the Specific ToR.

The Framework Contractor will, throughout the duration of the framework contract, ensure that the experts that have or may be used for the implementation of specific contracts are registered on a database created and maintained by the Contracting Authority, and that the database is regularly updated. The Contracting Authority shall establish, maintain and update the database in accordance with Regulation (EC) No 45/2001, and any subsequent legislation<sup>6</sup>. The Contracting Authority will access the database to ensure that the Framework Contractor complies with the Methodology and that an adequate pool of expertise in each B-Sector subsection throughout the duration of the framework contract is available. The costs to the Framework Contractor of updating the database are included in the fee rates.

## **7 REPORTING**

### **7.1 For the FWC**

A yearly report will be provided to the FWC Contracting Authority within one month following each year of operations. This report will indicate inter alia both positive and well-functioning aspects of the FWC as well as problems and obstacles encountered. It will propose recommendations aiming to improve the administrative and/or operational aspects of the FWC and/or of the individual assignments. The main part of the report will

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<sup>6</sup> For more details see also Article 42 of the General Conditions.

not exceed 15 pages. The report will additionally contain annexes which will provide information on a number of statistical/administrative issues such as the number of requests received, the number to which the Framework Contractor has replied, the number of Specific Contracts signed, the amounts contracted and paid etc. A template of this report is annexed. Any change to this template will be communicated in due time to the Framework Contractors.

A final report summarizing the aspects above among others will be required at the end of the FWC. It must be delivered within one month following the end of the contract and an update of the table annexed must be provided within one month after the operational end of the last assignment carried out under the present FWC.

The FWC Contracting Authority may organise a yearly meeting inviting all Framework Contractors to report on and analyse the functioning of the FWC. If so, the travel and accommodation costs for the Framework Contractors to attend that meeting will not be reimbursed by the FWC Contracting Authority.

## **7.2 For each Specific Contract**

The reporting requirements (number of copies (maximum 10 paper copies), format, language(s), periodicity etc.) for each Specific assignment will be detailed in the Specific ToR for that assignment.

All required reports and/or documents will be delivered by and be under the responsibility of the Framework Contractor. In the case of a consortium, this responsibility lies with the consortium Leader<sup>7</sup>.

The Framework Contractor must ensure a quality control of the required outputs, before delivering them. In particular, the draft outputs should not be submitted before the departure of the expert(s) from the field if it prevents a sound quality control by the Framework Contractor to be carried out.

The Framework Contractor must keep all the administrative documents related to the FWC procedure/consultation such as all the Requests received, even when not won, as well as all the correspondence with the Contracting Authorities.

## **8 CONDITIONS OF IMPLEMENTATION**

This is a multiple FWC with on-going competition, concluded on the same terms with several Framework Contractors.

For each assignment, a request for services to submit an Offer is sent to 3 eligible Framework Contractors for requests for services with a budget under 300,000 EUR, and to 4 eligible Framework Contractors for requests for services with a budget of 300,000 EUR or over<sup>8</sup>. The resulting Specific Contract is awarded to the Framework Contractor whose offer has been evaluated as having the best value for money among those offers passing the technical threshold of 75 out of 100 points, unless otherwise indicated in the Specific ToR.

In order to guarantee equal treatment between the Framework Contractors retained for each lot of the FWC, within each lot, the Framework Contractors shall receive a number of Requests in an overall balanced way.

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<sup>7</sup> All members of the consortium are jointly and severally liable for the implementation of the specific contracts.

<sup>8</sup> Until the date of deployment of the electronic system referred to in clause 43.3 of the Special Conditions, a request for services to submit an Offer will be sent to 4 eligible Framework Contractors, irrespective of the budget of the Request.

No guarantee can be provided as to the number of requests for services sent to the Framework Contractor, as to the number of Specific Contracts awarded to him/her or the total amount contracted with him/her.

### 8.1 Request for services

The SC Contracting Authority will send the 3 or 4 Framework Contractors of the lot the request for services, as well as Specific ToR, a Budget breakdown template and an Evaluation Grid.

- a) The request for services indicates whether the Specific Contract will be a global price contract or fee-based contract (in both cases the Framework Contractor will submit a detailed financial offer).

The deadline for the submission of offers will be stated in the Request: the Framework Contractor will have a minimum of 14 calendar days for Requests with a maximum budget of 300,000 EUR or less, and a minimum of 30 calendar days for Requests with a maximum budget above 300,000 EUR, from the date of dispatch of the Request, to prepare and send his/her offer. The Request may allow for a longer period of submission of offers, in particular to take into account factors such as the complexity of the assignment or the time of the year (e.g. holidays period) etc.

- b) The Specific ToR will follow the template of Annex VII(b). They may, amongst others, specify the expertise or the experts' profile, the specific technical skills required, the number of working days per category of expert, the timing for draft and final reports/outputs submission as well as for comments submission by the SC Contracting Authority and/or the Beneficiary(ies) etc.

They will indicate under which EU External Aid Programmes the Specific Contract will be financed, which will determine the eligible nationalities of the consortium members and possible subcontractors.

The total foreseen implementation period of a Specific Contract cannot exceed 3 years.

They will define whether the presence of a member of the Management Team for the briefing and/or debriefing session is required.

If an agreement between the European Union and the Beneficiary Country partially or fully exonerates local taxes levied by the Beneficiary Country, the Specific ToR will contain details regarding that agreement and the administrative formalities for the FWContractor to obtain such exoneration. If no such details are given in the Specific ToR, the local taxes upon eligible incidental expenditure incurred under the Specific Contract shall be reimbursed in full.

- c) The Budget breakdown in case of a **fee-based** Specific Contract (which will follow the template in Annex VII(e)(i)) will contain amongst others, the daily expert fee (remuneration paid to the expert), the daily management fee<sup>9</sup> relating to the expert, and the itemised and strictly defined incidental expenditure items which are accepted for the assignment. The incidental expenditure items can be

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<sup>9</sup> All other costs relating to management of the FWC and Specific Contract as detailed in the Global Terms of Reference, including the contractor's profit.

invoiced and paid up to their actually incurred costs, as justified by supporting documents<sup>10</sup>.

In case of a **global price** Specific Contract, the Framework Contractor is required to submit an indicative Budget Breakdown, (which will follow the template in Annex VII(e)(ii)), showing the build-up of the global price, will contain amongst others, the daily expert fee (remuneration paid to the expert), and the daily management fee relating to the expert. In that case, such a detailed budget breakdown does, however, not derogate in any way to the fact that the total contract price remains fixed irrespective of the quantities of inputs and services actually allocated. Nor does this derogate to the fact that the financial evaluation for a global price Specific Contract is done on the basis of the total contract price. The details will allow the FWC Contracting Authority to verify that the maximum Global fees indicated in the Global financial offer of the contractor have been respected.

For **both fee-based and global price**, in order to make a consistency check of each contractor's specific financial offer towards the level of services required, contractors will provide their Pricing Methodology regarding the fees for each category of expert in the specific offer through a specific, separate document, attached to the specific financial offer.

This Pricing Methodology Document should include a brief reference and description on all elements that constitute the price (i.e. the fee rates per category proposed). The document must include detailed information regarding the expenditure foreseen for experts, as well as all other elements that have been taken into account to formulate the financial offer such as overheads, accommodation, subsistence costs etc., accompanied by estimated price references per item.

- d) The Evaluation Grid will contain the details and relative weights of the technical evaluation criteria for the offers. The Grid will also indicate whether an interview of expert(s) will be carried out as part of the technical evaluation and, if so, fix the indicative dates of interview and the position for which the interview is envisaged.

The Framework Contractors contacted must send by the next working day an acknowledgement of receipt of the Request and their confirmation of intention to submit an offer.

## 8.2 Offer

Unless stated otherwise in the Specific ToR, the Framework Contractor is responsible for drafting a Specific Contract Methodology and Organisation, including:

- a. determining the quality control of the Specific Contract outputs, in line with the needs of the assignment;
- b. selecting the experts in line with the requirements described in the Specific ToR; this includes (when applicable) checking the accuracy of information contained in the experts' CVs;
- c. preparing the financial offer in line with the financial conditions (in particular respecting the market prices of incidental expenditure and the maxima of the fees fixed at the level of the FWC),

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<sup>10</sup> The FWC Contractor is not permitted to use another FWC Contractor of the same lot, or another member of their consortium, as a service provider for reimbursable costs under incidental expenditure.

- d. taking appropriate steps to ensure that the experts proposed respect their availability.

### **Clarifications**

Any of the Framework Contractors consulted can ask for clarifications during the submission period. The SC Project Manager will answer as quickly as possible by sending the question/request for clarification and the answer to all Framework Contractors consulted simultaneously. He/She fixes a new deadline for submission of offers if a substantial change is introduced by the clarification or has an impact on the preparation of the offers, notably on the identification of experts.

### **Content and validity of the offer**

Unless stated otherwise in the Specific ToR, the Framework Contractor will submit:

1. the Financial Offer, according to the Budget Breakdown template attached to the Request. In a global price Specific Contract, such a detailed budget breakdown does, however, not derogate in any way to the fact that the total contract price remains fixed irrespective of the quantities of services actually carried out;
2. the methodology, according to the template attached in Annex VII(d), which, amongst others, will describe the Framework Contractor's approach, support facilities and quality control measures proposed for the assignment. This methodology will identify the consortium members involved in the assignment and list all sub-contractors with their tasks and nationalities. The consortium members involved in the assignment and all subcontractors must respect the eligibility rules of the EU External Aid Programme which finances the Specific Contract;
3. the CV's of all the experts proposed with their statements of exclusivity and availability;
4. the data for contacting the experts during the offer validity period in case of interview.

By signing the statement of exclusivity and availability, the expert commits himself/herself to;

- a. allow only one Framework Contractor to present his/her CV for a given assignment;
- b. work exclusively for a given assignment during the days designated for the related Specific Contract (one working day may not be charged to more than one project/assignment)
- c. remain available to start and perform the assignment as scheduled in the Specific ToR.

The template of the statement can only be used for the FWC procedure. The statement is required only for the experts proposed in the Offer; the statement is specific to the assignment and can hence not be a general overall commitment signed prior to the Request.

The reception of the Offer will be acknowledged by the Contracting Authority. The Offer is valid 14 calendar days after the final date of submission in the case of request for services with an estimated budget under EUR 300,000, or for 30 calendar days in the case of those with an estimated budget of EUR 300,000 or more. The SC Project Manager can ask the participating Framework Contractors for an extension of this validity period.

### **8.3 Evaluation**

Only offers which fulfil the following criteria of admissibility will be evaluated:

- the deadline for the submission of offers has been respected

- the offer complies with the eligibility rules of the EU External Aid programme which finances the Specific Contract
- the fee rates (expert fees + management fees) (including those in the Budget Breakdown of a global price Specific Contract) do not exceed the contractual maxima
- when a maximum budget is fixed, it is not exceeded

The SC Contracting Authority chooses the offer with the best value for money using an 80/20 weighing between technical quality and price.

a) For the evaluation of the technical quality, the SC Contracting Authority will define the detailed criteria and their respective weights in the Evaluation Grid attached to the request for services.

Unless otherwise indicated in the Evaluation Grid, any offer falling short of the technical threshold of 75 out of 100 points, is automatically rejected.

Out of the offers reaching the 75-point threshold, the best technical offer is awarded 100 points.

The other offers receive points calculated using the following formula:

Technical score = (final score of the technical offer in question/final score of the best technical offer) x 100.

b) For the evaluation of the price for a fee-based Specific Contract, the provision for incidental expenditure and the provision for expenditure verification will not be taken into account in the comparison of the financial offers.

For the evaluation of the price for a global price based Specific Contract, the total prices will be taken into account in the comparison of the financial offers.

The offer with the lowest amount receives 100 points.

The other offers receive points calculated using the following formula:

Financial score = (lowest amount/ amount of the financial offer in question) x 100.

The annex of the financial offer (Pricing Methodology Document) may be checked to ascertain if the offer constitutes or not an abnormally low tender. Further details and/or clarifications of the Pricing Methodology Document may be requested from the contractor by the Contracting Authority.

c) Overall, the offer which obtains the highest weighted score (80% for the technical score and 20% for the financial score) will be awarded the Specific Contract.

d) Interviews can be conducted if announced in the Evaluation Grid which will fix the indicative dates of interview and the position for which the interview is foreseen. They should be conducted for the experts envisaged of all the admissible offers by phone. The evaluators may decide to adjust the technical scores on the basis of the outcome of the interviews.

e) The SC Contracting Authority will have up to 14 days in the case of request for services with an estimated budget under EUR 300,000, or for 30 calendar days in the case of those with an estimated budget of EUR 300,000 or more to evaluate (including interviews) and notify the results to Framework Contractors that submitted an offer. In the absence of any notification within that period, the Framework Contractor is no longer bound by his/her offer and may disband the team proposed.

Following notification, the validity of the selected Framework Contractor's offer is automatically extended by 14 calendar days in order to allow the signature of the Specific Contract.

The notification does not commit the SC Contracting Authority to award the Specific Contract to the Framework Contractor selected by the evaluation committee. No costs can hence be made prior to the conclusion of the Specific Contract.

#### **8.4 The Specific Contract**

The Specific Contract will be drawn up in accordance with the template attached in Annex VII.

It will enter into force on the day that a version of the Specific Contract signed by the SC Contracting Authority is sent to the Framework Contractor.

The Financial Offer, methodology and CVs of the experts proposed together with the Specific ToR, form an integral part of the Specific Contract and will compose its Annexes. The expenses are eligible for funding only when incurred by the Framework Contractor as from the day of receiving electronically the Specific Contract signed by the SC Contracting Authority (i.e. when the contract has entered into force).

##### **Availability of experts**

Having selected the Framework Contractor also on the basis of the evaluation of the experts presented in the offer, the SC Contracting Authority expects the Specific Contract to be executed by these specific experts.

For fee-based contracts, prior to formal notification to all participating Framework Contractors, the Contracting Authority will request from the Framework Contractor with the highest score in the evaluation confirmation of the availability of the specific experts proposed in the offer. The Framework Contractor must respond by the end of the next working day. In case of the unavailability of any of the experts or non-response, the Framework Contractor with the next highest score may be awarded the Specific Contract, contingent on availability of their experts. This procedure may be repeated for the contractors with eligible offers with the third and then fourth<sup>11</sup> highest scores.

After signature of the Specific Contract, the non-availability of an evaluated expert may qualify as an error which affects the Specific Contract award procedure and lead to the termination of the Contract.

The desire of a Framework Contractor to use an expert on another project or a change of mind on the part of an expert about the contract will not be accepted as a reason for substitution of any of the experts.

The period between sending the Specific Contract to the Framework Contractor and start of the implementation must be as minimum of 10 calendar days unless a shorter period is accepted by the Framework Contractor who was awarded the Specific Contract.

#### **8.5 Conflict of Interest**

Conflicts of interest are assessed by the SC Contracting Authority on a case by case basis for each individual assignment. They affect the firm and experts performing the assignment as well as all the members of the consortium. There are two cases:

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<sup>11</sup> In the case of requests for services in which 4 contractors are consulted

- 1) the Framework Contractor cannot make an offer for a Specific Contract if the envisaged assignment is incompatible with contract(s) executed by them or by any member of the consortium.
- 2) the Framework Contractor cannot participate in an invitation to tender or contract which directly results from the assignment carried out under the FWC.

Framework Contractors who have been consulted are responsible to check and notify the SC Project Manager if performing the assignment under the FWC will cause a conflict of interest. This is particularly important if the assignment to be carried out under the FWC is an evaluation of a programme even partially designed or implemented by the Framework Contractor. Conditions determining the conflict of interest must be assessed at the time of the offer.

If a Framework Contractor is awarded a Specific Contract, he/she and all the members of his/her consortium as well as the experts may be excluded from any participation in the calls for tenders and contracts which could directly arise from the Specific Contract concerned.

### **8.6 Assignment assessment**

For each assignment, the SC Contracting Authority will assess the performance of the Framework Contractor, using the form attached in Annex VII(h). The assessments of the performance of all assignments contracted under the FWC will be recorded in a Commission internal database.

The performance assessment will be sent to the Framework Contractor together with the final approval of the outputs. The Framework Contractor will be invited to provide comments within a period fixed in the notification of the evaluation but not less than 7 days. Following these comments, if the SC Contracting Authority maintains its version, it notifies the Framework Contractor of its decision and records its assessment together with the comments received from the Framework Contractor in the FWC performance database.

If the SC Contracting Authority modifies its assessment, it notifies the new version for comments with a new period for reaction following the same procedure as for the initial version.

### **8.7 Sub-standard performance**

Should a Framework Contractor repeatedly be unable (or not willing/interested) to make an offer, submit offers which are technically below expected standards, or have a frequent sub-standard performance of specific contracts, this could be qualified as a breach of contract, entitling the FWC Contracting Authority to the remedies laid down in the FWC:

- Temporary suspension from receipt of requests for services: by way of remedy, the FWC Contracting Authority may, amongst others, suspend the Framework Contractor for a given period from receiving any requests for services.
- Any other remedy available to the Contracting Authority under the General Conditions.