

**ANNEX B-II: GLOBAL TERMS OF REFERENCE**  
**Strategic evaluations of the European Union external action**  
**Framework contract EVA 2020**  
**Location: Global**

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# 1. BACKGROUND INFORMATION

## 1.1. General information

The **European Commission** ('the Commission') carries out systematic evaluations<sup>1</sup> of its strategies, spending and non-spending activities, financial instruments and legislation with the aim of both improving existing policies and practices or establishing new ones through lessons learning and evidence-base.

**Better regulation** in the Commission seeks to ensure that the European Union (EU) does what is needed and does it well and cost-efficiently. To this end, in 2015, the Commission identified a set of balanced principles and measures revolving around three key pillars<sup>2</sup>: impact assessment, evaluation, and stakeholder engagement.

**Evaluation** has three main interconnected functions:

- First, **learning from experience**. Evaluation provides organisations with actionable knowledge and lessons learnt they can use for their policies and actions. This includes elements to design and decide on policies and actions and a basis for resource allocation, as well as knowledge for improving implementation and the relative decision-making.

Evaluation can therefore:

- Play a **persuasive role**: organisations can use the knowledge they acquire through evaluation in negotiations with other organisations and with partner country counterparts at various levels and to demonstrate results. Within a same organisation, programme managers can use evaluation findings in internal negotiations, demonstrating results and showing evidence of difficulties encountered and solutions implemented.
  - Contribute to **knowledge development**. This function interests planners and policy-makers, policy communities, and citizens.
  - Help understand and **increase the impact** of the policies and actions undertaken.
  - For example, the EU uses the results of evaluations to improve the way it engages with partner countries and to enhance the impact of its external action.
- A second fundamental function of evaluation is **accountability**, to provide information on EU action to the European Parliament and to stakeholders, at all levels: EU level (Council, Court of Auditors, etc.), Member States level (national parliaments, taxpayers, NGOs, etc.) and partner countries level (governments, national parliaments, citizens, social and economic interest groups, civil society organisations, etc.).

Through greater accountability, evaluations contribute to **institutional strengthening**, by allowing public organisations to communicate better their results and be more open to inputs from beneficiaries and civil society.

As **informed and informing exercises** involving all key stakeholders throughout their process, evaluations are considered as key paths towards **ownership** and **sustainability**.

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<sup>1</sup> EU financial regulation, Art 27; Regulation n. 1905/2000; Regulation n. 1889/2006; Regulation n. 1638/2006; Regulation n. 1717/2006; Regulation 215/2008; COM (2013) 686 "Strengthening the foundations of smart regulation – improving evaluation, the "Better regulation package".

<sup>2</sup> COM(2015) 215 of 19 May 2015; Better regulation for better results – An EU agenda

- Finally, there is a **compliance** function for evaluation, undertaken to fulfil legal requirements. This function may help develop evaluation practices that grow to play the other functions as well. However, it may also result in token activities whose results are little used.

The main EU Services responsible for EU external action are the **Commission** – more specifically the Directorate General for International Cooperation and Development (hereinafter ‘DG DEVCO’), the Directorate General for Neighbourhood and Enlargement Cooperation (hereinafter ‘DG NEAR’), and the Service for Foreign Policy Instruments (hereinafter ‘the FPI’) – and the **European External Action Service** (hereinafter ‘the EEAS’). They are working together in partner countries through the **EU Delegations**. They determine and implement sector, country, multi-country and regional strategies, instruments, plans, programmes and policy dialogue.

As one of the world’s largest donors, the EU seeks to lead by example in the delivery of quality and rigorous evaluations of its external activities.

The EU also encourages and undertakes joint evaluations, to align with aid effectiveness priorities and to deliver the EU commitment to increase joint programming and joint implementation, notably when funds from multiple donors are pooled together (budget support, blending, etc.)

## 1.2. Contracting Authority

The European Commission shall be the Contracting Authority for this **Framework Contract** (hereafter referred to as “FWC”) and for each **specific contract** (hereafter referred to as “SC”) linked to its implementation.

## 2. OBJECTIVE, PURPOSE & EXPECTED RESULTS

### 2.1. Overall objective

The overall objective of this FWC is to carry out, via individual assignments defined and contracted through Specific Contracts, **strategic evaluations**<sup>3</sup> of EU external action, in particular in the field of international cooperation and development, as described in section 2.2. below.

### 2.2. Purpose

The main purpose of this framework contract is to enable the contracting of services to carry out **strategic evaluations** of EU external actions, in particular in the field of international cooperation and development.

The **strategic evaluations** to be implemented via this FWC are defined as **complex evaluations**, that analyse EU strategies/actions from design to implementation assessing the **combined results of all spending** (e.g. projects and programmes) **and non-spending** (e.g. policy dialogues) **activities** over a **significant period of time** (temporal scope of at least 4 years).

Strategic evaluations can be of several types. For example:

- Country and Regional evaluations,

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<sup>3</sup> Strategic Evaluations do not include evaluations of individual programmes or projects. Those are carried out through a different FWC.

- Thematic and Sectoral evaluations,
- Evaluations of EU external financing instruments,
- Budget support evaluations,
- Evaluations of implementation modalities (e.g. blending, guarantee funds).

They are different from and complement the evaluations of projects and programmes usually managed by EU Delegations, geographic or thematic services in Headquarters and/or by Implementing Partners.

### 2.3. Results to be achieved by the Framework Contractor

The following results are expected from the Framework Contractor ('the Contractor') throughout the duration of the FWC (4 years):

- Timely and high quality proposals (offers) both in terms of methodological approach/tools and in terms of expertise submitted in response to specific requests for services;
- Most relevant methodological approach/tools used to conduct each specific assignment (awarded to the Framework Contractor), reliable and timely information collected, and each specific assignment performed within the timeframe agreed in the corresponding specific contract;
- High quality deliverables submitted to the Contracting Authority, following *ad-hoc* and in-depth quality control by the Framework Contractor;
- Evidence-based, succinct, clear and informative evaluation findings, conclusions, lessons learnt and recommendations disseminated to the general and specialised public as well as internally to EU services, using the best available communication and dissemination tools (including, for example, infographics).

## 3. SCOPE OF THE WORK

### 3.1. General

#### 3.1.1. Description of the framework contract

The services (**specific assignments**) to be performed under this FWC will be subject to **specific contracts** between the Framework Contractor and the Commission. Each specific contract will be awarded following a **reopening of competition** between all Framework Contractors.

For each specific contract, **specific terms of reference** (Specific ToRs) will describe the scope, the objectives, the outputs, and other requirements of each specific assignment and will be sent to all (maximum 4) Framework Contractors in the form of a **request for service**.

#### 3.1.2. Geographic coverage

The **geographic coverage** of this FWC is global and may include any country outside the EU.

Depending on the type of specific assignment, the work to be carried out at country/field level can vary substantially in terms of missions, and will be defined within the specific ToRs.

Framework Contractors should be aware that some of the work related to the specific assignments may involve missions in/to countries in situation of conflict or of relative insecurity.

### **3.2. Specific assignments**

Specific assignments under this FWC will consist in conducting **strategic evaluations** of EU external activities as described under section 2.2.

These evaluations will cover EU external action (including development, neighbourhood and enlargement activities) worldwide and will require sound knowledge of [EU methodology<sup>4</sup> for complex evaluations](#), of the [EU's Better Regulation<sup>5</sup> requirements](#) and of the [OECD DAC methodological approach for the evaluation<sup>6</sup>](#) of development programmes (including budget support programmes<sup>7</sup>).

The types of the mentioned strategic evaluation is not exhaustive and other types of strategic evaluations may also be requested (*e.g.* Meta evaluations). In some cases, the specific assignments may request the Framework Contractor to provide experts or other kinds of services to support mixed-evaluations (*i.e.* carried out by a combination of external and internal human resources). In such cases, the approach followed may differ from the methodological process outlined in the EU evaluation methodology and flexibility from the Framework Contractor is expected.

In addition, when considered more appropriate for the purpose of a specific assignment, the Framework Contractors may be required to suggest using other existing methodological approaches to be agreed with the Contracting authority.

### **3.3. Framework Contract management**

#### **3.3.1. Responsible body**

The FWC Contracting Authority will identify 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.

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<sup>4</sup> [http://ec.europa.eu/europeaid/evaluation-approach-and-methodology\\_en](http://ec.europa.eu/europeaid/evaluation-approach-and-methodology_en)

[https://ec.europa.eu/neighbourhood-enlargement/sites/near/files/pdf/financial\\_assistance/phare/evaluation/2016/20160831-dg-near-guidelines-on-linking-planning-programming-vol-1-v-0.4.pdf](https://ec.europa.eu/neighbourhood-enlargement/sites/near/files/pdf/financial_assistance/phare/evaluation/2016/20160831-dg-near-guidelines-on-linking-planning-programming-vol-1-v-0.4.pdf)

<sup>5</sup> [https://ec.europa.eu/info/law/law-making-process/planning-and-proposing-law/better-regulation-why-and-how\\_en](https://ec.europa.eu/info/law/law-making-process/planning-and-proposing-law/better-regulation-why-and-how_en)

<sup>6</sup> <http://www.oecd.org/dac/evaluation>

<sup>7</sup> <https://www.oecd.org/dac/evaluation/dcdndep/Methodological%20approach%20BS%20evaluations%20Sept%202012%20with%20cover%20Thi.pdf>

The FWC will be operationally steered by the unit in charge of managing strategic evaluations in DG DEVCO (currently Unit 04 “Evaluation and Results”), to which the FWC Project Manager will belong.

For specific assignments, operational matters will be supervised by the relevant units in charge of strategic evaluations in DEVCO, NEAR, and FPI. The financial and contractual matters will be the responsibility of the relevant units in DG DEVCO, DG NEAR and FPI.

For DG DEVCO, this unit is currently Unit R5 “Finance, Centre of Gravity, HR Business Correspondent”.

For DG NEAR, this Unit is currently R4 “Contracts and Finance (ENI)”.

For FPI, this Unit is currently FPI.1 “Budget, Finance & Relations with other Institutions.”

### **3.3.2. Management structure and responsibilities**

The Framework Contractor will work in close cooperation with the responsible bodies mentioned under 3.3.1.

The leader of the Consortium is the Commission's sole interlocutor for all contractual and financial aspects of the FWC and for the specific assignments. It is therefore the only formal contact point representing the Framework Contractor with the Contracting Authority. The Framework Contractor is responsible for the invoicing, the quality, the accuracy, and the official submission to the Commission of all documents and deliverables, including request certificates of performance on behalf of the consortium.

The shall ensure that all the members of its consortium are aware of and respect all contractual provisions and shall inform all its members of all communications from the Contracting Authority related to the implementation of the FWC.

The Framework Contractor shall set up a **Management Team** (see also section 5.1.1) composed of at least:

- a **Contract Manager**, who will oversee the implementation of assignments and will liaise with the Contracting Authority on behalf of the Consortium and representing its Leader. In particular, all administrative and financial matters concerning the implementation of the FWC and of the Specific Contracts awarded to the Framework Contractor will be handled between the Contract Manager and the relevant Commission services;
- a **Quality Manager**, who will oversee and ensure the quality of both the evaluation processes and the deliverables. She/he will ensure that the methodological and procedural requirements in relation to the implementation of the FWC are fulfilled. She/he will therefore ensure the quality of the Framework Contractor's offers and of all the deliverables required under each specific contract awarded to the Framework Contractor. In particular, she/he will provide guidance and oversight to the expert tasked with ensuring quality support under the specific assignments (see section 5.1.2). All deliverables submitted in the context of a specific contract will be accompanied by a quality assessment (issued by the quality expert under the specific assignment), and commented and signed by the Quality Manager. The specific format of this quality assessment will be provided to all Framework Contractors at the kick off meeting of the FWC.

### **3.3.3. Meetings between the Framework Contractor and the Contracting Authority throughout the FWC implementation**

A **kick-off meeting** will take place in Brussels within one month after the date of signature of the FWC. All members of the management team are expected to attend the meeting.

*Ad-hoc monitoring bilateral meetings* between the Framework Contractor and the Commission may be organised in Brussels throughout the implementation of the FWC. These meetings shall monitor the quality of the services provided and the performance of the Framework Contractor under this FWC. In particular, they shall provide an opportunity to ensure that the following contractual obligations are met:

- compliance with quality standards of services and deliverables;
- compliance with the specifications of these terms of reference;
- compliance with deadlines agreed under the specific contracts;
- performance and quality of contract management.

In addition, the European Commission will organise in Brussels an **annual meeting** with all the Contract Managers and Quality Managers of all Framework Contractors with the objective of sharing experiences and improving the implementation of the FWC.

The costs of attendance of their own representatives to those meetings (maximum 6 meetings throughout the total duration of the FWC) shall be born exclusively by the Framework Contractors.

## **4. LOGISTICS & TIMING**

### **4.1. Location**

The staff (see section 5.1) necessary to implement this FWC are expected to work in the premises agreed between them and the Framework Contractor with missions (to be agreed with the Commission for each specific assignment) taking place to the Commission premises in Brussels and to partner countries.

### **4.2. Start date & period of implementation**

Please see Articles 19.1 and 19.2 of the special conditions for the actual start date and period of implementation.

Requests for Service (cf. 3.1.1.) can only be launched as from the start date indicated in Articles 19.1 and 19.2 of the special conditions. Specific contracts must enter into force before the implementation period of the FWC expires. The provisions of the FWC shall continue to apply to Specific contracts after its expiry.

## **5. REQUIREMENTS**

### **5.1. Staff**

Note that civil servants and other staff of the public administration, of partner countries or of international/regional organisations, shall only be approved to work as experts if well justified. The justification should be submitted with the tender and shall include information on the added value the expert will bring as well as proof that the expert is seconded or on personal leave.



### **5.1.1. Key experts: the management team**

Key experts have a crucial role in implementing the contract. These terms of reference contain the required key experts' profiles. The tenderer shall submit CVs and statements of exclusivity and availability for the following key experts composing the management team described in section 3.3.2

#### **Key expert 1: Contract manager**

##### *Qualifications and skills*

A Master University degree or alternatively professional experience of minimum 15 years.

##### *Professional experience*

At least 7 years of experience in management positions of teams of at least 5 people, including overseeing project/contract delivery.

At least 5 years of experience in international and/or development cooperation (can overlap timely with experience above).

##### *Language skills*

The Contract manager must have working knowledge of English (C1 Level)<sup>8</sup>. Working knowledge of French (C1 Level) would be an asset.

#### **Key expert 2: Quality manager**

The Framework Contractor may choose to offer up to two experts to work as Quality managers for this FWC in order to fulfil the requirements related to languages.

##### *Qualifications and skills*

A Master University degree or alternatively professional experience of minimum 10 years.

##### *Professional experience*

At least 5 years of experience in designing and conducting complex evaluations (as defined under §2.2) of public policies, strategies, and programmes.

At least 2 years of experience in quality assurance and control of services delivered.

Experience in evaluation of international and/or development cooperation actions would be an advantage.

##### *Language skills*

The Quality manager must have working knowledge<sup>9</sup> of English (C1 level) and French (C1 level). Working knowledge of Spanish (C1 level) would be an asset.

##### *Other requirement for the management team*

The Contract manager and the Quality manager must be part of the permanent staff of the Framework Contractor.

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<sup>8</sup> Language levels are based on the the Common European Framework of References for Languages – CEFR, in writing, reading and speaking (see [http://www.coe.int/t/dg4/linguistic/Cadre1\\_en.asp](http://www.coe.int/t/dg4/linguistic/Cadre1_en.asp))

<sup>9</sup> Language levels are based on the Common European Framework of References for Languages – CEFR, in writing, reading and speaking (see [http://www.coe.int/t/dg4/linguistic/Cadre1\\_en.asp](http://www.coe.int/t/dg4/linguistic/Cadre1_en.asp))

### 5.1.2. Experts implementing specific assignments

The following **categories** of experts will be required for the implementation of the specific assignment: a) senior expert, b) medium expert, c) junior expert.

The Terms of References for specific assignments (or ‘Specific ToRs’) will complement the following requirements in terms of qualifications, skills, and professional experience for each expert requested to conduct the assignment:

- a) **Senior expert:** Highly qualified expert having assumed important responsibilities in her/his profession. Recruited for her/his conceptual and creative skills in the exercise of his/her profession. He/she must have at least 10 years’ professional experience connected with the professional skill(s) concerned and the type of task(s) to be performed under the assignment.
- b) **Medium expert:** Qualified expert having received high-level training in her/his profession, recruited for his/her conceptual and creative skills in his/her profession. She/he must have at least 5 years’ experience connected with the professional skill(s) concerned and the type of task(s) to be performed under the assignment.
- c) **Junior expert:** Qualified expert having received high-level training in his/her profession, recruited for her/his conceptual and creative skills in his/her profession. She/he must have at least 3 years’ professional experience connected to the type of task(s) to be performed under the assignment (e.g. elaboration of spending activities mappings, data collection and treatment, etc.) Junior staff may include staff offering specialised services like data collection, surveys, language editing, etc.

The following **positions** are (**indicatively**) expected to be fulfilled as part of an **evaluation team** implementing a specific assignment under this FWC:

**Team Leader:** a senior expert (from category a) above) also recruited for his/her management/supervisory skills and his/her extensive experience in relation to the management of complex evaluations.

**Expert in charge of quality support:** shall be one of the senior or medium expert categories (a) and b) above), also recruited for her/his experience and skills in evaluation methodologies linked to the type of complex evaluation requested under the specific assignment. He/she must have at least 1-year professional experience in quality management of complex evaluations.

**Project manager:** shall be of one of the above categories (a) to c)) and have at least 3 years of expertise in similar (project manager) positions. She/he shall be part of the permanent staff of the Framework Contractor.

Other specific qualifications, experience and skills (depending on the nature of each specific assignment, and to be specific in the specific ToRs) may include *e.g.* international and/or development cooperation policies and dialogues, innovative financial instruments, public finance management and macro-economic analysis.

If considered relevant for a specific assignment, a member of the management team can be proposed as an expert to conduct the assignment (including in a Team leader or quality support position). This will not require that she/he be replaced as member of the management team.

#### ***Language skills***

The language skills required will be defined in the Specific ToRs. However, working

languages are mainly English and French.

It is reminded that, by signing the statement of exclusivity and availability, an expert commits to present her/his CV for a given assignment only with one Framework Contractor, to work exclusively for the given assignment during the days charged to the related Specific contract, and to remain available to start and perform the assignment.

All experts must be independent and free from conflicts of interest in the responsibilities they take on.

### **5.1.3. Support staff & backstopping**

The contractor will provide support facilities to their team of experts (backstopping) during the implementation of the contract.

Backstopping and support staff costs must be included in the fee rates of the team of experts that will implement the specific assignments.

### **5.2. Office accommodation**

Office accommodation of a reasonable standard and of approximately 10 square metres for each expert working on the contract is to be provided by the Framework Contractor.

The costs of the office accommodation are to be covered by the fee rates.

### **5.3. Facilities to be provided by the Framework Contractor**

The Framework Contractor must ensure that its experts are adequately supported and equipped. In particular, it must ensure that there is sufficient administrative, secretarial and interpreting provision to enable experts to concentrate on their primary responsibilities. It must also transfer funds as necessary to support their work under the contract and to ensure that its employees are paid regularly and in a timely fashion.

### **5.4. Layout of deliverables (minimum requirements) under each specific assignment**

#### **Final report for each specific assignment**

The final report will include (to be further specified in the specific terms of reference):

- An **executive summary** of about 4 pages;
- Specific identifiers, which must be incorporated on the page provided by the Contracting Authority;
- The following kind of disclaimer:

*“The information and views set out in this [report/publication...] are those of the author(s) and do not necessarily reflect the official opinion of the Commission [and the Partner Country/ies concerned]. The Commission does not guarantee the accuracy of the data included in this [report/publication...]. Neither the Commission nor any person acting on the Commission’s behalf may be held responsible for the use which may be made of the information contained therein.”*

#### **Graphic requirements**

The Framework contractor must deliver the reports and all publishable deliverables in full compliance with the [corporate visual identity of the European Commission](#), by applying the graphic rules set out in the European Commission's Visual Identity Manual, including

its logo. The graphic rules, the Manual and further information are available at: [https://ec.europa.eu/info/resources-partners/european-commission-visual-identity\\_en](https://ec.europa.eu/info/resources-partners/european-commission-visual-identity_en)

All outputs, reports or any product required for dissemination of results shall benefit from the state of the art graphic design services. Where needed, the Framework Contractor may subcontract graphic design services.

### **Publishable executive summary**

The publishable executive summary must be provided in the languages required in the specific ToRs and must include:

- Specific identifiers which must be incorporated on the page provided by the Contracting Authority;
- The following kind of disclaimer:

*“The information and views set out in this [report/ publication...] are those of the author(s) and do not necessarily reflect the official opinion of the Commission [and the Partner Country/ies concerned]. The Commission does not guarantee the accuracy of the data included in this [report/ publication...]. Neither the Commission nor any person acting on the Commission’s behalf may be held responsible for the use which may be made of the information contained therein.”*

### **Requirements for publication on the Internet**

The Commission is committed to making online information as accessible as possible to the largest possible number of users including those with visual, auditory, cognitive or physical disabilities, and those not having the latest technologies. The Commission supports the Web Content Accessibility Guidelines 2.0 of the W3C.

For full details on the Commission policy on accessibility for information providers, see: [http://ec.europa.eu/ipg/standards/accessibility/index\\_en.htm](http://ec.europa.eu/ipg/standards/accessibility/index_en.htm)

For the publishable versions of the report, abstract and executive summary, the Framework Contractor must respect the W3C guidelines for accessible pdf documents as provided at: <http://www.w3.org/WAI/> .

### **Structure of the deliverables**

To be defined in the requests for service and the related specific ToRs.

## **5.5. Equipment**

No equipment is to be purchased on behalf of the Contracting Authority as part of this FWC or transferred to the Contracting Authority at the end of this contract.

## **6. FRAMEWORK CONTRACT IMPLEMENTATION: SPECIFIC ASSIGNMENTS**

This FWC with reopening of competition shall be concluded on the same terms with all Framework Contractors.

The FWC will be managed via the IT system OPSYS<sup>10</sup>. Framework contractors have to be registered in the Participant Register (refer to the instructions to tenderers point 3).

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<sup>10</sup> On an exceptional basis and subject to prior approval by the FWC Project Manager, some specific contracts may be prepared and signed outside OPSYS (“on paper”).

For each Specific assignment, subject to the award and conclusion of a specific contract, a Request to submit an offer (**'request for service'**) shall be sent to all Framework Contractors. The specific contract shall be awarded to the Framework Contractor whose offer has been evaluated as providing the best value for money.

No guarantee can be provided regarding the number of requests for service which will be issued by the Contracting Authority, nor for the number of Specific Contracts awarded to a given Framework Contractor, nor for the total amount contracted with a given Framework Contractor.

### **6.1. Request for service**

The Framework Contractor will receive the request to submit an offer (request for services) via OPSYS together with the related specific ToRs (cf. template in Annex B-II-1a).

Each request for service shall provide an indicative starting date and duration of the specific assignment. The effective starting date of activities will be determined in the Specific Contract.

The Framework Contractor must send by email by the end of the **next working day** an acknowledgement of receipt of the request and confirmation of the intention to submit an offer without prejudging of the effective possibility to find the appropriate experts.

The Framework Contractor has the obligation to respond to each Request for Services. Failing to do so a substantiated justification shall be provided as rapidly as possible and by the deadline for submission of the offer at the latest.

The Framework Contractor will have 21 calendar days, counted from the date of dispatch of the request for services, to prepare and send their offer via OPSYS.

Depending on the complexity of the assignment, the request for service may allow for a longer period of submission of offers, or in duly justified cases a shorter period of submission of offers.

The specific ToRs will include at least the items of the template provided in Annex B-II-1a. They will specify inter alia the expertise required (e.g. minimum number of experts, minimum requirement in terms of category for certain key experts, and minimum number of working days required per category for the evaluation). It will specify whether interviews of expert(s) will be carried out during the evaluation of offers, and will fix the indicative dates of interviews and the position(s) for which the interview is envisaged. The request for service will also specify the extent to which the methodology shall be detailed and whether specific exercises to demonstrate relevant knowledge and expertise are required.

Furthermore, the specific ToRs will define whether the presence of a member of the Management team is required for particular briefing and/or debriefing session(s).

Finally, the specific ToRs will define more detailed criteria and related weights for the technical evaluation of the offers.

### **6.2. Content and submission of the specific offers**

Specific technical offers shall be submitted following the template in Annex B-II-2a and specific financial offers following the template in Annex B-II-2b of these Global terms of reference.

The Framework Contractor is responsible for checking the quality and accuracy of the offer that shall be submitted to a specific functional mailbox that will be communicated in

the request for services.

The Framework Contractor shall be responsible for:

- Preparing the technical and financial offer to comply with the Specific ToRs and in line with the conditions set out in the Contract;
- Selecting the experts in accordance with the requirements described in the Specific ToRs of each assignment (CVs shall be presented following the model in Annex B-II-4 of these Global terms of reference);
- Checking the accuracy of information contained in the experts' CVs including data for contacting the experts during the period of validity of the offer in case the Contracting Authority proceeds with interviews;
- Taking appropriate steps to ensure the availability and exclusivity of the key experts proposed; A statements of exclusivity and availability of the experts (Annex B-II-5 of these Global Terms of Reference) should be included for each expert;
- Appointing a Team leader as well as a Project manager as part of the team of experts conducting the assignment;
- Ensuring the quality control system is in place, including by appointing a specific quality support expert in line with the requirements of the assignment;
- Ensuring appropriate mechanisms are in place and described in the offer to follow the progress of the contract implementation in cases where the assignment is implemented by a member of the consortium;
- Ensuring professional graphic design services for reports and dissemination products;
- Establishing the financial offer in a global price breakdown (the maximum rates to be applied for global price calculation shall be those of the Global Financial Offer, in Annex V of the Special conditions for the FWC );
- Providing data about possible sub-contractors, namely the tasks that would be assigned to them and their nationality, which must meet the eligibility criteria of this FWC.

The offer is valid 14 calendar days after the final date of submission for the Request for services. The Contracting Authority can ask all the Framework Contractors for an extension of the validity period before the deadline.

### **6.3. Clarifications**

Each Framework Contractor may ask for clarifications on the request for service and the specific ToRs, by submitting a request to the mailbox indicated in the request for service. Such request shall be submitted **no later than 10 calendar days before the deadline for submission indicated in the request for service**. The Contracting Authority shall answer

simultaneously to all Framework Contractors, as rapidly as possible and in any case no later than **5 calendar days** before the deadline for submission indicated in the request for service. The Contracting Authority may extend the deadline for submission of offers if a substantial change is introduced by a clarification.

#### **6.4. Evaluation of specific offers**

Evaluators shall be appointed by the Contracting Authority, for each request for service, to evaluate the offers received from all Framework Contractors.

The offer submitted by the Framework Contractor will only be considered for evaluation if it:

- Was submitted within the deadline and via the specific functional mailbox indicated in the request for service, and
- Does not exceed the maximum available budget for the assignment indicated in the request for service, and
- Does not exceed the maximum fee rates agreed in the FWC for the different categories of experts.

On the basis of the conclusions of the evaluation committee, the Contracting Authority awards the specific contracts to the Framework Contractor offering the best value for money, using the **best quality-price ratio** established by weighing technical quality against price on an 80/20 basis.

- **The technical quality** shall be evaluated on the basis of the criteria that will be presented in the specific ToRs, including:
  1. Organization and Methodological approach (working methods, tools, analysis, quality assurance and control),
  2. The Expertise: CVs of the experts and the Team leader.

Additional criteria may be specified in the Specific ToRs.

Each offer will be awarded up to a maximum of 100 points for its technical quality. Offers scoring less than a total of 75 points, or scoring less than half of the maximum points available for a single technical criterion, will be eliminated from the rest of the evaluation procedure.

In his offer, the Framework Contractor should elaborate on all points addressed by the specific ToRs in order to score as many points as possible. The mere repetition of mandatory requirements set out in the specific ToRs, without going into details or without providing an added value, will result in a very low technical score. In addition, if certain essential points of the specific ToRs were to be overlooked by the offer, the Commission may decide to give a zero mark for the relevant qualitative award criteria.

If interviews are conducted, for the Team leader proposed or in seeking a specific expertise, and for all the admissible offers, the evaluators may decide to adjust the technical scores on the basis of the outcome of the interviews.

- For the **price**, the total price of the offer (including all costs) will be used to calculate the best quality-price ratio.

The Contracting Authority shall have up to 14 calendar days to evaluate the offers received (including possible interviews) and to notify the results to Framework Contractors that have submitted the offers. Without news after this period, the consulted

Framework Contractors are no longer bound by their offer and may disband the team proposed.

The Contracting Authority may ask for clarifications on individual offers, and may also ask for an extension of the period of validity of the offers to all Framework Contractors simultaneously.

Following the notification of the results, the validity of the offer of the selected Framework Contractor is automatically extended by 21 calendar days in order to allow for the establishment and signature of the Specific Contract. The selected Framework Contractor must re-confirm the availability of the experts.

The notification does not commit the Contracting authority to award the specific contract to the Framework Contractor selected; consequently, the Framework Contractor shall not take binding commitments before signing the Specific contract.

#### **6.5. Notification of the award and expert confirmation procedure for the specific contract**

The Contracting Authority will notify all Framework Contractors simultaneously:

- The tenderer with the highest score (ranked 1<sup>st</sup>) should confirm the availability of the expert(s) by the end of the next working day.
- The next-best tenderers (ranked 2<sup>nd</sup>, 3<sup>rd</sup>, and 4<sup>th</sup>) will be informed that the Contracting Authority reserves the right to notify them of award in case the contract cannot be signed with the tenderer with the highest score (ranked 1<sup>st</sup>).

If availability of all experts is confirmed, the specific contract can be signed.

If the availability of any of the experts is not confirmed:

- A justification for the change of the expert(s) shall be provided to the Contracting Authority, who has to either accept or reject it.
- The tenderer will have up to 3 working days to propose up to three replacement experts for the same position.

The replacement expert:

- Must meet the minimum requirements described in the Specific ToRs.
- May not have been proposed as key expert by any of the other tenderers / Framework Contractors.

If the replacement expert(s) is/are accepted by the Contracting Authority, the specific contract can be signed.

The Contracting Authority may notify the award of the specific contract to the next best tenderer in the following cases:

- The justification for the unavailability of the expert(s) initially proposed is rejected by the Contracting Authority;
- The replacement expert(s) proposed is/are not acceptable;
- No replacement expert is proposed by the required deadline.

The procedure of expert confirmation is repeated with the next best tenderer. This procedure may be repeated for the contractors with eligible offers with the 3<sup>rd</sup> and 4<sup>th</sup> highest scores. If there is no further best tenderer, the Contracting Authority will cancel the



procedure.

## **6.6. The Specific Contract**

The Specific Contract is established in accordance with the standard template indicated in Annex B-II-3. It will come into force only after both parties (the Contracting Authority and the Framework Contractor/leader of the consortium) sign it. The expenses are eligible from that day.

The Specific ToR, the methodology proposed, the CVs of the experts, and the financial offer, form an integral part of the Specific Contract.

Prior to the start of implementation of the specific contract, the project manager and the team leader must brief the team of experts regarding all administrative, contractual, technical and methodological aspects relevant to the assignment.

After the signature of the specific contract, the non-availability of a key expert may qualify as an error, which affects the specific contract award procedure, and lead to the termination of the specific 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 will not be accepted as a justification for replacement of any of the experts.

## **6.7. Cancellation of the request for service procedure**

In the event of cancellation of the request for service procedure, the Contracting Authority will notify all Framework Contractors of the cancellation.

Cancellation may occur, for example, where:

- the procedure has been unsuccessful, i.e. no suitable, qualitatively or financially acceptable offer has been received or there is no valid response at all (including after notification of the award, as described under section 6.5);
- there are fundamental changes to the economic or technical data of the assignment;
- exceptional circumstances or force majeure render normal performance of the contract impossible;
- all technically acceptable offers exceed the financial resources available;
- there have been breach of obligations, irregularities or frauds in the procedure, in particular if they have prevented fair competition;
- the award is not in compliance with sound financial management, i.e. does not respect the principles of economy, efficiency and effectiveness (e.g. the price proposed by the Framework Contractor to whom the contract is to be awarded is objectively disproportionate with regard to the price of the market).

In no event shall the Contracting Authority be liable for any damages whatsoever including, without limitation, damages for loss of profits, in any way connected with the cancellation of a request for service procedure, even if the Contracting Authority has been advised of the possibility of damages. The launching of a request for service does not commit the Contracting Authority to implement the programme or project announced.

## **6.8. Invoicing**

The Framework Contractor (i.e. the leader of the Consortium) is responsible for the invoicing and its accuracy.

Invoices must contain the Framework Contractor's identification data, the amount, the currency and the date, as well as the contract reference.

Invoices must indicate the place of taxation of the Framework Contractor (or leader in the case of a joint tender) for value added tax (VAT) purposes and must specify separately amounts not including VAT and amounts including VAT.

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

Also, where applicable, please note that the Contracting Authority is exempt from all taxes and duties, including VAT, in accordance with Articles 3 and 4 of the Protocol 7 of the Treaty on the Functioning of the European Union on the privileges and immunities of the European Union.

The Framework Contractor (or leader in the case of a joint tender) must complete the necessary formalities with the relevant authorities to ensure, where possible, that the supplies and services required for performance of the contract are exempt from taxes and duties, including VAT.

The Framework Contractor shall have sole responsibility for compliance with the tax laws which apply to him. Failure to comply shall make the relevant invoices invalid.

In addition, Framework Contractors are reminded that:

- **Travel** costs for missions, outside the normal place of posting, undertaken as part of the specific contracts, must apply the principle of using the most direct route and the most economical fare criteria. The costs may include costs for environmental measures, for example CO2 offsetting.
- **Per diem**, which are daily subsistence allowances that may be paid to the Framework Contractor's authorised experts for missions foreseen in the specific terms of reference or approved by the Contracting Authority, carried out by the Framework Contractor's authorised experts outside the expert's normal place of posting. The per diem is a maximum fixed flat-rate covering daily subsistence costs. These include accommodation, meals, tips and local travel, including travel to and from the airport. Taxi fares are therefore covered by the per diem. Per diem are payable on the basis of the number of hours spent on the mission. Per diem may only be paid in full or in half (no other fractions are possible). A full per diem shall be paid for each 24-hour period spent on mission. Half of a per diem shall be paid in case of a period of at least 12 hours but less than 24 hours spent on mission. No per diem should be paid for missions of less than 12 hours. Travelling time is to be regarded as part of the mission. Any subsistence allowances to be paid for missions undertaken as part of the specific contracts must not exceed the per diem rates published on the website - [http://ec.europa.eu/europeaid/funding/about-calls-tender/procedures-and-practical-guide-prag/diems\\_en](http://ec.europa.eu/europeaid/funding/about-calls-tender/procedures-and-practical-guide-prag/diems_en) - in force at the time of specific contract signature.

## 7. ANNEXES

The following annexes related to the Specific Contracts to be concluded under this FWC are indicative only. They may be modified by the Contracting Authority in the course of

implementation of the FWC.

Annex B-II-1a:	Specific Terms of Reference template
Annex B-II-1b:	Request for Service template
Annex B-II-2a:	Specific Technical Offer template
Annex B-II-2b:	Specific Financial Offer template
Annex B-II-3:	Specific Contract template
Annex B-II-4:	List and CVs of experts for the Specific Contract
Annex B-II-5:	Statement of Exclusivity and Availability

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