

GLOBAL TERMS OF REFERENCE

(Updated following Global Addendum 1)

FRAMEWORK CONTRACT SERVICES FOR EU'S EXTERNAL ACTION (SEA 2023)

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1 BACKGROUND

1.1 General information

Users

The Framework Contract “Services for EU’s External Action” is intended to support the European Commission (EC) Directorates-General in charge of the implementation of External Action: Directorate-General for International Partnerships (DG INTPA), Directorate-General for Neighbourhood and Enlargement Negotiations (DG NEAR), Directorate-General for European Civil Protection and Humanitarian Aid Operations (DG ECHO), Service for Foreign Policy Instruments (FPI), and EU Delegations. The Framework Contract can be used by all European Commission Directorate-Generals via the electronic exchange system.

Funding

The Framework Contract has no funds of its own. The budget is an estimation of the maximum amount which may be contracted under each lot during the implementation period.

Specific contracts can be financed by any EU Funding Instrument as specified under section 2 of the additional information about the contract notice.

The contract amount is fixed at the level of each individual assignment in the Specific Contract. The maximum value of a specific contract under this framework contract cannot exceed EUR **1,999,999**.

With the adoption of the new 2021-2027 Multiannual Financial Framework (MFF), the architecture of the external financing instruments has significantly changed. From the 1st of January 2021, the main instrument within external action is the Neighbourhood, Development and International Cooperation Instrument - Global Europe (NDICI-Global Europe)¹. This Instrument streamlines several former external financing instruments, namely:

- Development Cooperation Instrument (DCI), European Development Fund (EDF) European Fund for Sustainable Development (EFSD) and Guarantee Fund for External Action (GFEA)
- European Instrument for Democracy and Human Rights Worldwide (EIDHR)
- European Neighbourhood Instrument (ENI), External Lending Mandate (ELM) and provision for Macro Financial Assistance (MFA)
- Instrument contributing to Stability and Peace (IcSP)
- Partnership Instrument for cooperation with third countries (PI)

It also streamlines the common provisions for action plans and measures included in the Common Implementing Regulation (CIR).

The NDICI-Global Europe thus brings two main changes, namely the “*budgetisation*” of the cooperation with (Sub-Saharan) African, Caribbean and Pacific partner countries, and the coverage of the countries of the European Neighbourhood policy under the same

¹ Regulation (EU) 2021/947 establishing the Neighbourhood, Development and International Cooperation Instrument – Global Europe.

instrument, preserving the related specificities. It should be noted that the implementation of the 11th EDF will continue and progressively phase out.

Regarding other external financing instruments, the previous Greenland Decision and the Overseas Association Decision have been merged into one Overseas Association Decision (OAD). A new European Instrument for International Nuclear Safety Cooperation (EI-INSC) complements the activities under the NDICI-Global Europe, based on Euratom Treaty.

This new architecture is complemented by the establishment of the Instrument for Pre-Accession (IPA III) under the responsibility of DG NEAR and the Humanitarian Aid under the responsibility of DG ECHO. The main external financing instruments, also include common foreign security policy operations and other expenditures as well as an off-budget European Peace Facility.

1.2 Contracting Authority

The Contracting Authority for the Framework Contract (hereafter referred to as “**Framework Contracting Authority**”) is the European Union (EU) represented by the Directorate-General International Partnerships (DG INTPA) of the European Commission (EC).

The Contracting Authority for each individual specific contract (hereafter referred to as “**Specific Contracting Authority**”) is the European Union represented by the European Commission, on its own account or acting on behalf of Third Beneficiary Countries.

2 FRAMEWORK CONTRACT OBJECTIVES

The objective of this Framework Contract is to provide a contractual tool that can mobilise rapidly (compared to a standard tender procedure) through specific contracts the expertise required to assist the European Commission departments in implementing their policies.

The required expertise may cover any sector within a lot as detailed in Annex 1 to the present Global Terms of Reference² in any geographic area of the world. The list of sectors and subsectors given in Annex 1 is not exhaustive and as policy agenda might evolve³ users may call on additional sub-sectors of expertise.

The Specific terms of reference, 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 Lot division

This Framework Contract is divided into 17 lots: 14 thematic lots and 3 horizontal lots. The division into 14 thematic lots is articulated according to the priority areas of the [EU International Partnerships](#)⁴. The 3 horizontal lots cover evaluation and monitoring.

Annex 1 lists the sectors covered by each 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’ of a specific lot.

² Annex B-II-b “Detailed Description of the lots” of the Tender Dossier

³ Please refer to the webpages of Directorates-General in charge of the implementation of External Action for a comprehensive and detailed overview of their activities.

⁴ https://international-partnerships.ec.europa.eu/index_en

3.2 Assignment implementation

Contracting Authority's Key actors

Any organisational change in the structure of the Framework Contracting Authority or the Framework Contractor having an impact on the framework contract management will be promptly notified to the other party.

Term	Definition
Framework Contracting Authority	The European Commission represented by DG INTPA.
Framework Contract General Manager	The Framework Contracting Authority's department in charge of the overall administrative management of the Framework Contract.
Lot Quality Supervisor	The Framework Contracting Authority's focal point liaising on quality issues of a specific lot with the Framework Contractors Quality Manager. The list of the relevant Framework Contracting Authority's departments is in Annex 1 to these Global Terms of Reference.
Specific Contracting Authority	The Contracting Authority's department (Headquarters or EU Delegation) launching the request for specific contract (RfSC) and signing the corresponding specific contract.
Specific Contract Manager	The staff member responsible for the implementation of the specific contract within the Specific Contracting Authority's department. Identified by the Specific Contracting Authority for each new request for specific contract to oversee the individual assignment from the request to the implementation of the specific contract and liaise with the Framework Contractor in that respect.

Framework Contractors' Key Actors

Term	Definition
Framework Contractor	The natural and legal persons or groupings of such persons (consortia) implementing the Framework Contract.
Group Leader	<p>The natural or legal person who acts as Group Leader representing all the members of its consortium.</p> <p>The Group Leader is the sole interlocutor for financial and contractual aspects and only formal contact point between the Framework Contractor and the Framework Contracting Authority.</p>
Management Team	<p>This team is composed of the three permanent staff members of the tenderer responsible for the Framework Contract implementation:</p> <ul style="list-style-type: none"> - Management Team Leader - Framework Contractor Manager - Quality Manager
Management Team Leader	The Framework Contractor's staff member having the overall responsibility to oversee the implementation of the Framework Contract. This includes: supervision of the preparation of the specific offers, signature of all outputs (such as studies, reports) required under the specific contracts and all reports on the Framework Contract implementation.
Framework Contractor Manager	The Framework Contractor's staff member in charge of the overall management of the Framework Contract.
Quality Manager	The Framework Contractor's staff member having the overall responsibility for quality assurance.
Logistic and Administrative Support Team	The Framework Contractor's staff member (internal or external) working to provide support to the Management Team members and to the experts working on specific assignments.
Quality Support Team	The Framework Contractor's staff member working under the guidance of the Quality Manager. The team supports the execution of specific assignments and ensure quality reviews of outputs.
Specific Contract Quality Expert	The staff member of the Quality Support Team assigned to one (or more) specific contract.

3.3 Framework Contractor main duties

The Framework Contractor should take into account that several assignments can run in parallel and **has the obligation to respond to each request for specific contract received**. If not in a position to make an offer, a substantiated justification must be provided in the electronic exchange system in use at DG INTPA to manage Framework Contracts.⁵

The Framework Contractor must make available an appropriate management and backstopping mechanism, quality assurance system, secretariat, and any other support staff (such as editors, proof-readers, etc.) necessary to implement this Framework Contract as detailed in section 6.2.

The Framework Contractor is responsible for all the administrative work related to a specific assignment, such as establishing a contract with the experts or with other service providers, providing the necessary insurance coverage, executing payments and assessing security requirements.

Furthermore, prior to the start of the assignment, the Framework Contractor must brief the selected expert(s) regarding, on the one hand, all administrative, contractual and technical aspects relevant to the individual assignment and, on the other, all information related to the place of performance (e.g., security, climate, cultural aspects of the country/region).

With regards to all duty of care responsibilities including safety and security, the Framework Contractor shall put in place for its staff members and contracted experts for the specific assignments, all foreseeable duty-of-care measures to mitigate against all possible risks and hazards they could face during the missions to partner countries. The Framework Contractor shall inform them of any prevailing security risks prior to every mission and take appropriate measures to protect them during the conduct of their mission to partner countries. The Framework Contractor shall ensure that it can maintain communications with them throughout the duration of all missions in order to respond appropriately to any crisis or emergency situation. Staff members/experts shall always carry reliable communication devices and know who to contact 24/7 in the event of an emergency or incident.

The Framework Contractor needs to swiftly take all necessary mitigating measures for “unexpected” events during the implementation of the assignments.

The Framework Contractor will ensure that the staff members/experts refrain from presenting themselves as representatives of the European Commission.⁶

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

The Framework Contractor will ensure staff members/experts receive the IT and technical instruments required to perform their assignment.⁷

The Framework Contractor must ensure that an effective quality assurance takes place for each individual assignment and must provide its staff members/experts with the necessary support to guarantee the quality of the outputs.

Prior to the assignment, the Framework Contractor should inform experts recruited for specific contracts that the Specific Contracting Authority is in no way liable for their payment.

⁵ Please refer also to section 8.1 of this document.

⁶ e.g., using the logo of the Commission on their business cards, letter paper, e-mail signatures, etc.

⁷ e.g., laptops, internet connection, printers, etc.

The Framework Contractor must transfer the funds necessary to support the activities under each specific contract. When working with local partners having limited financial capacity, funds advances might be envisaged to avoid delays in implementation.

The Framework Contractor must ensure that the staff members/experts are paid regularly and in a timely fashion. To that end specific arrangements amongst consortium members should be established. It is the responsibility of the Framework Contractor to ensure that the staff members/experts are covered by appropriate insurance. In high-risk contexts a specific/additional insurance might be required: in this case the related costs will have to be budgeted separately in the request for specific contract.

4 GEOGRAPHICAL COVERAGE

The Framework Contract assignments can be implemented worldwide. The Framework Contractor will be supported by the largest possible worldwide 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 a member of the Framework Contractor's consortium, it qualifies as sub-contractor for any individual assignment and the related specific contract.

5 TIMING

For the Framework Contract see article 3 of the Framework Contract Main conditions.

For the specific contracts see article 19 of the Framework Contract Special conditions.

No new request for specific contracts will be received after the expiration of the Framework Contract therefore the structure needed to reply to request for specific contract will not be required after the expiry of the Framework Contract. At the same time, as long as the final end-date of all specific contracts signed by this Framework Contractor is not-reached, the Framework contractor should ensure all resources required allowing implementation and closure of ongoing specific contracts are maintained.

The request for specific contract (RfSC) indicates an indicative starting date and the duration of the individual assignment. The performance of the services starts on the date notified by the Specific Contract Manager with at least 10 calendar days' notice

The maximum duration of a specific contract is 48 months.

No later than 2 years after the expiry or termination of the Framework Contract all remaining specific contracts are terminated. As a result, the maximum duration of the specific contracts will be reduced during implementation⁸.

6 REQUIREMENTS

6.1 Consortium and the Group 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 Framework Contracting Authority for the implementation of the Framework Contract and the specific contracts concluded with the Framework Contractor.

⁸ For example the duration of a specific contract signed 6 months before the termination of the Framework Contract may be maximum 30 months (24+6)

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

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

The Group Leader must ensure that all members are aware of and respect the contractual provisions as well as any of the Contracting Authority's communications related to the implementation of the Framework Contract.

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

6.2 Framework Contractors Staff

All costs related to the setting and running of the Management Team, Logistic and Administrative Support Team and Quality Support Team are included in the Global Fee rates.

6.2.1 *The Management Team*

The composition of profiles of the Management Team comprises:

One Management Team Leader who will have the overall responsibility to oversee the implementation of the Framework Contract. This includes supervision of the preparation of the specific offers, signature of all outputs (such as studies, reports) required under the specific contracts and all reports on the Framework Contract implementation.

One Framework Contractor Manager who will have the responsibility for the daily management of the Framework Contract including all communications with the Framework Contract General Manager. He/she will oversee all individual assignments (specific contracts), monitor the services rendered and the performance of the experts implementing the individual assignments in close cooperation with the Quality Manager. He/she will organise technical backstopping.

One Quality Manager who will have the overall responsibility for **quality assurance** within the Framework Contract. He/she will oversee the quality of both the assignment processes and deliverables under each specific contract awarded to the Framework Contractor. He/she will ensure that the methodological and procedural requirements under each request for specific contract, and in relation to the implementation of the Framework Contract are fulfilled. He/she will manage the Quality Support Team and provide guidance and oversight to the expert tasked with ensuring quality support under the specific assignments (see section 6.2.3).

The Management Team has a crucial role in implementing the Framework Contract, therefore experts occupying these three positions must be **permanent staff** of the tenderer. They can work occasionally as experts for individual assignments as long as their involvement (which in no case can be full time or for the Team Leader position) is compatible with the performance of their main functions and their workload. In this case the related fees will be budgeted in the specific offer.

Any change to the Management Team composition must be approved by the Framework Contract General Manager and a replacement must (as a minimum) match the profile for that position as set out below:

All Members of the Management Team must have the following skills and experience and respect the following conditions:

1. Minimum level of education: completed university studies of at least 3 years, attested by a diploma. In its absence an equivalent professional experience of 5 years is required;
2. At least C1 level of both English and French⁹;
3. Be permanent staff of the tenderer (any member of the Consortium).

In addition, the following Management Team members shall have:

The Management Team Leader:

- Minimum 12 years¹⁰ of professional experience (Category I) in management positions after obtaining the qualifications mentioned in point 1 above;
- Minimum 5 years of that professional experience must have been in a Senior Management position.
- Minimum 6 years of that professional experience must be related to the lot.

The Framework Contractor Manager:

- Minimum 12 years¹¹ of professional experience (Category I) in management positions after obtaining the qualifications mentioned in point 1 above;
- Minimum 6 years of that professional experience must be related to the lot.

The Quality Manager:

- Minimum 12 years¹² of professional experience (Category I) in quality assurance and control of services delivered after obtaining the qualifications mentioned in point 1 above;
- Minimum 6 years of that professional experience must be related to the lot.

6.2.2 *The Logistic and Administrative Support Team*

The Logistic and Administrative Support Team will *inter alia*:

- 1) provide the staff members/experts with all the necessary logistical support (including duty of care) before and during the assignment so that they can focus on their work;
- 2) support the Management Team with all necessary administrative work related to handling the specific requests and the specific contract implementation;
- 3) ensure efficient invoicing to the Specific Contracting Authority and timely payment to the experts and service providers.

⁹Scoring as per the Common European Framework of Reference for Languages - <https://europass.cedefop.europa.eu/en/resources/european-language-levels-cefr>

¹⁰ A professional experience of a minimum of (5+12) 17 years will be required without a university diploma for the Management Team Leader.

¹¹ A professional experience of a minimum of (5+12) 17 years will be required without a university diploma for the Framework Contractor Manager.

¹² A professional experience of a minimum of (5+12) 17 years will be required without a university diploma for the Quality Manager.

Cumulative working knowledge of French, English, Spanish and Portuguese is required from the Logistics and Administrative Support Team in order to be able to work with the Specific Contracting Authorities and the Specific Contract Managers worldwide.

CVs of the members of this team should not be provided. Only the staff list and the profiles of the Logistic and Administrative Support Team should be specified in the offer (point 2 in Annex B-III “Global Organisation and Methodology”).

6.2.3 *The Quality Support Team*

The Quality Support Team is made up of permanent staff of the consortium members (minimum 6 years of professional experience Category II) specialised in the sectors of their respective lot.

The Quality Support Team members, working under the lead of the Quality Manager, will be in charge of supporting the execution of specific assignments, backstopping and ensuring the quality of the outputs. All costs related to this support are included in the global fees.

The Quality Support Team members can work also as experts for individual assignments and in this case the related fees will be budgeted in the specific offer.

One expert from the Quality Support Team will be assigned to each specific contract by the Quality Manager in the specific offer (organisation and methodology). This expert (*Specific Contract Quality Expert*) can cover more than one specific contract and is expected to work remotely.

Any request to change the composition of the Quality Support Team has to be sent to the Framework Contract General Manager (at INTPA-FWC@ec.europa.eu), with copy to the Lot Quality Supervisor. The request to change the composition of the Quality Support Team is deemed approved unless the Framework Contract General Manager reacts within 15 calendar days.

6.3 Experts implementing specific contracts – if requested

The following categories of experts can be required for the implementation of the specific contracts: I, II, III and IV as defined below.

Category	Education	Professional experience in any of the sectors related to the lot
I	Completed university studies of at least three (3) years, attested by a diploma. In its absence 5 years of equivalent professional experience.	12 years
II		6 years
III		3 years
IV		No experience required

The Specific Contract Manager may define in the Specific terms of reference:

- the education sector
- the years of specific professional experience (which should be included within the years of professional experience defined for each category)
- soft skills
- language skills.

The Specific terms of reference **may not impose** higher education levels or more years of professional experience than those defined for each category.

The specific terms of reference 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 terms of reference can be replaced in the offer by calling on interpreter/translator unless otherwise specified in the specific terms of reference. If so, for the purpose of the offers' financial evaluation, this service cost of the interpreter/translator will be added to the incidental expenditure for fee based contracts and to other costs for global price contracts.

6.4 Structure of the price of a specific contract

The Framework Contractor's price for a fee-based specific contract is composed of:

- The Global Fees
- Lump sums (if applicable)
- Expenditure verification provision (if applicable)
- Incidental expenditure (if applicable)

The Framework Contractor's price for a global price specific contract is composed of:

- Total Price for each deliverable

The budget breakdown per deliverable is provided only to allow the verification of the respect of the maximum Global Fees by the Contracting Authority.

6.4.1 Service delivery modes

The services will be provided using one of the following possible delivery modes: 1) on the **place of performance** and 2) **home-based (to be specified in the offer)**.

Under the “place of performance” delivery mode the specific contracting authority defines in the terms of reference the location (city/town) where the expert implements the assignment¹³.

Under the “home-based” delivery mode the Specific Contracting Authority does not require the expert to implement the assignment in any specific location. In case the assignment requires missions, the home-based location should be indicated in the specific offer in order to calculate the travel costs.

The delivery mode for each category of expert will be specified by the Specific Contracting Authority in the request for specific contract or by the framework contractor in its offer for global price only.

6.4.2 Global Fee rate on the place of performance

The Global Fee rate per working day on the *place of performance* covers:

1. **The Expert Fee:** the remuneration actually paid to the expert per working day.
2. **The Management Fee** which includes:
 - **the Framework Contractor’s margin;**
 - **all administrative costs** of employing the expert, overheads and all costs needed to implement the contract in the place of performance including (but not limited to):
 - all costs related to relocation and repatriation including visa but excluding travel costs to the place of performance at the beginning and end of the assignment;
 - expatriation allowances, taxes, leave days, insurance;
 - any other employment benefit accorded to the expert;
 - all office-related costs (office rental, communications costs (mail, courier), office facilities, secretariat) on the place of performance;
 - all the IT and/or technical equipment the expert needs to perform the assignment;
 - expert travel costs related to intra-city transportation costs (taxi, car rental, public transport).
 - **All backstopping facilities including costs related to the setting-up and running of:**
 - the Management Team (6.2.1);

¹³ It is possible to define one main place of performance for the complete team of experts or to have different places of performance. However, each expert may have maximum one place of performance.

- the Logistic and Administrative Support Team (6.2.2);
- the Quality Support Team (6.2.3).
- **Any other expenditure which is needed to implement the framework contract** not covered elsewhere.

6.4.3 Global Fee rate home-based

The Global Fee rate *home-based* per working day covers:

1. **The Expert Fee:** the remuneration actually paid to the expert per working day.
2. **The Management Fee** which includes:
 - **the Framework Contractor's margin**
 - **all administrative costs** of employing the expert, overheads and all costs needed to implement the contract including (but not limited to):
 - taxes, leave days, insurance;
 - any other employment benefit accorded to the expert;
 - any allowance for home-based work covering all related costs;
 - all the IT and/or technical equipment the expert needs to perform the assignment;
 - **backstopping facilities including: all costs related to the setting up and running of:**
 - the Management Team (6.2.1);
 - the Logistic and Administrative Support Team (6.2.2);
 - the Quality Support Team (6.2.3).
 - **any other expenditure which is needed to implement the framework contract** and which is not covered elsewhere.

The Global Fee rate per home-based working day covers all the costs related to the expert's services: the costs mentioned above excluding all the specific costs **needed to implement the specific contract** in the place of performance. No other costs for home-based work can be charged in addition.

6.4.4 Not included in the Global Fees

- Experts' **inter-city and international travel** costs related to:
 - travel to and from the main place of performance from the expert's place of residence
 - inter-city journeys both local and international in case the assignment foresees missions from the main place of performance or the home-based location
- **Per diems:** daily subsistence allowance covering all subsistence costs of the experts on mission away from the **place of performance or the home-based location.**
- Any provision for **expenditure verification (fee-based contracts only)**
- Interpretation or translation services

- Hiring of (equipped) training facilities, IT tools (except the IT and/or technical equipment the expert needs to perform the assignment), documentation, wrap-up meeting organisation
- Paper copies of reports (which should be avoided and requested only when strictly necessary)
- Physical supports for electronic copies of reports (USB pen drives)
- Any other services not included in the Global Fees, to be detailed in the Specific terms of reference
- Lump sums¹⁴.

All these costs will be budgeted separately in the budget breakdown under incidental expenditure for fee-based specific contract.

No support (office, secretarial, communication, logistical, transport, visa) has to be provided by the Specific Contracting Authorities (EU Headquarters, EU Delegations).

If activities paid under lump sums are required, these have to be expressed in the specific contract terms of reference and detailed in the budget breakdown.

6.4.5 Expenditure verification

No expenditure verification report is required for fee-based specific contract of an amount below 1 million EUR unless indicated otherwise in the specific terms of reference and the specific contract.

For fee-based contracts, the Specific Contracting Authority may require an expenditure verification report and indicate the corresponding amount in the specific terms of reference.

If an expenditure verification is required, the Framework Contractor shall include the name of the proposed auditor in its methodology.

No expenditure verification can be foreseen for global-price contracts.

6.4.6 Incidental Expenditure (for fee-based specific contracts)

Incidental expenditure covers the ancillary and exceptional eligible expenditure incurred under the specific contract. It cannot be used for costs which should be covered by the Framework Contractor as part of its Global Fee rates. No consultancy services (experts) can be recruited under incidental expenditure or lump sums.

Incidental expenditure is reimbursed at actual costs or flat rate for per diems, backed up by original supporting documents. The incidental expenditure is limited to the following 3 categories:

- (1) travel costs;
- (2) per diems;
- (3) other reimbursable costs identified in the specific contract.

¹⁴ Fee based specific contracts may include activities paid on the basis of lump sums. If activities paid under lump sums are required, these are identified in the specific terms of reference and detailed in the budget breakdown.

Travel costs (from the delivery mode location, i.e. place of performance or home-based) relate to inter-city journeys, both international and inside the country, of experts, on the basis of the most economically advantageous transport possibilities.

Air travel is reimbursed up to economy class. Long distance train travel may be reimbursed up to 1st class. Car travel will be reimbursed on the basis of a 1st class rail travel for an equivalent journey.

Travel undertaken by the expert for mobilisation and demobilisation as well as for leave purposes shall not be considered as working day.

Time spent travelling exclusively and necessarily for the purpose of the implementation of the contract, by the most direct route, may be included in the numbers of days or hours, as appropriate, recorded in these timesheets.

The **per diems** are daily allowances covering all subsistence costs of the experts on missions away from the delivery mode location.

The per diem is a maximum fixed flat-rate covering daily subsistence costs.

These include meals, housing and intra-city travel (including to and from the airport). Taxi fares are therefore covered by the per diem.

Per diems are payable for missions foreseen in the specific terms of reference and approved by the Specific Contracting Authority, on the basis of the number of hours spent on the mission.

Per diems may only be paid in full or in half (no other fractions are possible).

A full per diem shall be paid for each period spent on mission of 24 hours.

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 is paid for a period spent on mission of less than 12 hours.

Travelling time is to be regarded as part of the mission.

The per diem must not exceed the rates published on the INTPA webpage¹⁵ in force at the time of specific contract signature.

The Specific Contracting Authority reserves the right to reject payment of per diem for time spent travelling if the most direct route and the most economical fare criteria have not been applied.

Being an incidental expenditure item, its reimbursement by the Specific Contracting Authority may be made conditional on receiving evidence of its payment to the expert.

Other reimbursable costs identified in the request for specific contract may cover services such as interpretation or translation services, or other items such as rental of (equipped) training facilities, documentation, organisation of conferences, seminars, workshops directly linked and complementary to the services provided in the specific contract. These services may in no case constitute the main subject of the specific contract and their cost compared to the price of the contract should be negligible.

In case these other reimbursable costs cannot be identified upfront they must be defined as a provisional sum and indicated in the Specific Terms of Reference, so that they are identical for all framework contractors.

Specific security measures in high-risk countries may be quoted in the Incidental Expenditure in the specific contract terms of reference.

¹⁵https://international-partnerships.ec.europa.eu/funding/guidelines/managing-project/diem-rates_en?keyword=case%20study&f%5B0%5D=field_devco_ref_category_files%3A81&f%5B1%5D=field_devco_tag_topics%3A36

6.4.7 *Supplies*

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

The Specific terms of reference may, however, allow the purchase of documents (e.g., reports, maps or statistical information, physical supports for documents), consumables (e.g., 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 main 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 terms of reference.

7 REPORTING

7.1 At Framework Contract level

An **Annual report** will be provided to the Framework Contracting Authority by e-mail within one month following the end of each year of implementation (e.g., from June year N to June year N+1). This report will indicate both the well-functioning aspects and any problems encountered in the implementation. It will propose recommendations aiming at improving the administrative and/or operational aspects of the Framework Contract. The report will not exceed 10 pages. The template of this report¹⁶ is annexed. It can be unilaterally amended by the Framework Contracting Authority during the implementation. The latest version updated on the Internet webpage of the Framework Contract¹⁷ should be used.

The **last Annual report** must be delivered within two months following the end of the Framework contract.

7.2 At specific contract level

The reporting requirements (number of paper copies, format, language, periodicity, etc.) for each specific assignment will be detailed in the Specific terms of reference of each request for specific contract.

The deadlines for contractors to submit reports and for the Specific Contracting Authority to approve them will be indicated in the Specific terms of reference.

All required reports/deliverables are under the responsibility of the Team Leader of each individual assignment, and ultimately of the Group Leader¹⁸.

The Framework Contractor must keep all the administrative documents related to the Framework Contract procedure/consultation and correspondence with the Specific Contracting Authorities.

7.3 Meetings with the Framework Contracting Authority

The Framework Contracting Authority may organise meetings inviting Framework Contractors to discuss the implementation of the Framework Contract and the quality of

¹⁶ B-VII-4 “Annual report template”

¹⁷ The webpage address will be provided to the Framework Contractors at a later stage.

¹⁸ All members of the consortium are jointly and severally liable for the implementation of the specific contracts.

services provided. No physical presence is expected and no travel or accommodation costs should be foreseen.

8 CONDITIONS OF IMPLEMENTATION

8.1 Specific contract tender procedure

After the identification of the funds and the lot¹⁹, the Specific Contract Manager will choose the specific contract type (fee-based or global price) and prepare the following documents:

- The Specific terms of reference²⁰
- The specific Organisation and Methodology²¹
- The Specific contract Evaluation Grid²²

The request for specific contract will be encoded in the electronic exchange system in use in DG INTPA to manage Framework Contracts and sent to all framework Contractors of the chosen lot.

The Framework Contractors **must**, via the electronic exchange system, **acknowledge** the invitation to participate and express their willingness to submit a tender within 3 calendar days of publication of the request for specific contract. The lack of participation must be duly justified, and if repeated can qualify as a breach of contract.

The implementation of this procedure is described in detail at: <https://wikis.ec.europa.eu/display/ExactExternalWiki/Framework+Contracts>

The technical features may be modified according to the developments of the supporting IT tools.

8.1.1 Request for specific contract

The request indicates:

- whether the specific contract will be a global price or a fee-based contract (in both cases the Framework Contractor will submit a financial offer); the specific contracts type under lots 1 to 15 can be concluded as fee-based or global price. Specific contracts under Lots 16 and 17 can only be concluded as global price.
- the deadline for the submission of specific tenders: from the date of dispatch of the request for specific contract, in order to prepare and to send its specific tender, the Framework Contractor will have:
 - o a minimum of 14 calendar days for requests with a budget of less than EUR 300,000
 - o a minimum of 30 calendar days for requests with a budget of EUR 300,000 or more.

These deadlines are a minimum and it is recommended to foresee longer period in particular to take into account factors such as the complexity of the assignment or the time of the year (holiday period).

¹⁹ Specific contracts must be preceded by a budgetary commitment. No Request for specific contract may be issued if funds are not available. It is not possible to add a suspension clause.

²⁰ Part A, template in Annex B-VII-2-a to the Framework Contract, and part B, template in Annex B-VII-2-b

²¹ Template in Annexes B-VII-3

²² Template in annexes B-VII-11 for fee-based specific contracts and B-VII-12 for global price

8.1.2 *Specific terms of reference*

The Specific terms of reference, to be filled-in by the Specific Contracting Authority, are divided in two complementary parts:

- Part A
- Part B

The templates for part A and part B are provided in Annexes B-VII-2-a and B-VII-2-b to the Framework Contract. The template for part B is for reference only.

These templates may be updated unilaterally by the Framework Contracting Authority during the implementation of the Framework Contract and will be available on the Internet webpage dedicated to the Framework Contract.

The Specific terms of reference may specify the expertise or the experts' profile, the specific technical skills required, the number of working days per category of expert²³, the timing for draft and final reports/outputs submission as well as for comments submission by the Specific Contracting Authority and/or the beneficiaries.

They will indicate under which EU Instrument/Programme the specific contract will be financed, which will determine the eligible nationalities of the consortium members and subcontractors.

The Specific terms of reference will indicate the total period of implementation of the specific contract which cannot exceed the duration indicated in Part B section 5 "Start date and period of implementation".

The Specific terms of reference may not foresee experts to be identified at a later stage during implementation. All the requested expert positions should be identified when the request for specific contract is sent.

The content of the part A of the Specific terms of reference can be in French, English, Spanish or Portuguese. The headings of the part B of the Specific terms of reference and the other documents generated by the electronic exchange system in use at DG INTPA to manage Framework Contracts will be in English or French.

Neither the Offer nor the related specific contract may contain any unidentified expense such as a "Contingency" or a "Reserve".

For fee-based contracts, the Specific Contracting Authority must clearly identify and describe all costs in the specific Terms of Reference in order to allow the Framework Contractor to establish accurately its financial offer. All authorised costs not included in the fees are defined as incidental expenditure and are reimbursed on the basis of actual costs or flat rate for per diems. The Specific Contract Manager may choose:

- to indicate a global fixed amount of incidental expenditure;
- to indicate a fixed amount per type of expenditure;
- not to indicate any values if no incidental expenditure is foreseen.

For Global price, the Specific Contracting Authority must clearly identify each expected outputs/deliverables in order to allow the Framework Contractor to establish accurately its financial offer.

²³ For the Global Price specific contracts, this might be specified on a case-by-case basis.

The Specific Contract Manager will not include in the Specific terms of reference any estimation of cost for the inputs²⁴ **nor any provision for incidental expenditure.**

8.1.3 Specific contract Evaluation Grid

The specific contract Evaluation Grid (templates in Annexes B-VII-11 and 12 to the Framework Contract) will contain the details and relative weights of the technical evaluation criteria for the tenders. The grid will also indicate whether an interview of expert(s) will be carried out as part of the technical evaluation and, if so, contain the indicative date of interview and the position for which the interview is envisaged.

8.2 Clarifications

Framework Contractors can ask for clarifications according to the following deadlines²⁵:

Submission period	Deadline for questions
≥ 14 calendar days and ≤ 20 calendar days	Submission deadline minus 3 calendar days
> 20 calendar days	Submission deadline minus 4 calendar days

The Specific Contracting Authority will answer as quickly as possible by sending the question and the answer to all Framework Contractors simultaneously.

Should a question be submitted after the deadline, the Specific Contracting Authority has no obligation to reply but may reply at its discretion.

If a change considered substantial²⁶ by the Specific Contracting Authority is introduced in the request, the deadline for submission of tenders will be extended. The deadline for questions will be extended accordingly.

8.3 Tender (Specific Offer)

The Framework Contractor will submit a tender (specific offer) via the electronic exchange system.

The tender will include:

- 1 A specific **organisation and methodology**²⁷ (unless otherwise stated in the Specific terms of reference).
- 2 All Expert's **CVs**, and their **Statements of availability and exclusivity (for fee-based specific contracts only)**.
- 3 **A Financial Offer** (generated by the system on the basis of the data encoded by the contractor).

²⁴ No price should be attributed by the Specific Contract Manager to inputs.

²⁵ The minimum deadline for submission (14 or 30 days) are those indicated in section 8.1.1 however it is always possible to allow more days. The deadline for replies will depend on the number of days actually requested.

²⁶ A change is considered substantial if it has an impact on the preparation of the tender notably on the identification of the experts.

²⁷ **Unless otherwise indicated in the request for specific contract** maximum 5 pages for offers < 300.000 € and maximum 15 pages for offers ≥ 300.000 € in a reader-friendly format including the framework contractor's own annexes. **For offers with an Organisation and Methodology exceeding the maximum number of pages, the specific contracting authority will request the contractor to indicate the range of pages that will be assessed by the evaluation committee up to the maximum allowed number of pages.**

In case of doubts during the evaluation, the Specific Contracting Authority may require evidence of any element presented in the tender (specific offer).

8.3.1 *Specific organisation and methodology*

The specific organisation and methodology, will describe the Framework Contractor's approach, support facilities and quality control measures proposed for the assignment. In the methodology the Framework Contractor will identify the consortium members involved in the assignment, list all sub-contractors with their tasks and nationalities and will identify the Specific Contract Quality Expert. The consortium members involved in the assignment and all subcontractors must respect the eligibility rules of the EU Programme which finances the specific contract.

8.3.2 *The Experts CVs and the statements of exclusivity and availability*²⁸ *(for fee-based specific contracts only)*

The Framework Contractors will select the experts in line with the requirements described in the Specific terms of reference and present how they will contribute to the assignment. This includes (when applicable) checking the accuracy of information contained in the experts' CVs and taking appropriate steps to ensure that they respect their declared availability.

They will provide also the experts' contact details during the tender validity period in case of interview.

By signing the statement of exclusivity and availability, the expert commits 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 terms of reference.

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

8.3.3 *Specific Financial Offer*

The Framework Contractors will prepare the financial offer in line with the financial conditions, in particular respecting the market prices of incidental expenditure and the maxima of the Global Fees fixed at the level of the Framework Contract.

In case of a request for fee-based specific contract, the financial offer will include a budget breakdown detailing:

- the daily expert fee (remuneration paid to the expert)
- the daily management fee

²⁸ Templates B-VII-7 and 8

- the itemised and strictly defined lump sums and incidental expenditure items which are accepted for the assignment
- the expenditure verification provision (if requested)

In case of a request for global price specific contract, the financial offer will include:

- the total price (divided by deliverables)

The contractor will also provide an indicative budget breakdown detailing:

- the Global Fees
- other costs

These details are provided only for the purpose of the verification of the respect of the maximum Global Fee rates fixed in the Global financial offer of the Framework Contractor.

For that purpose all expenses which are not included in the fees will be detailed under “other costs” as an indication for the price build up.

Global price specific contracts **do not imply verification of timesheets nor include any incidental expenditure**. During implementation, the contract price remains fixed irrespective of the quantities of inputs and services actually allocated.

8.3.4 *Validity of the Contractor’s specific offer*

The reception of the specific offer will be acknowledged by the Specific Contracting Authority via the electronic exchange system.

The Framework Contractor’s specific offer is valid **14 calendar days** after the final date of submission in the case of request for specific contract with a maximum budget of less than EUR 300,000, or **30 calendar days** for a budget of EUR 300,000 or more.

8.4 Evaluation of the specific offers

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

- the deadline for the submission of tenders has been respected;
- the tender complies with the eligibility rules of the EU programme which finances the specific contract.

The **technical evaluation** and the **financial evaluation** in the electronic exchange system will be separate operations. The Financial offer will be available only after the technical evaluation step has been completed (double envelope system option in the electronic exchange system).

The Specific Contracting Authority awards the specific contract to the tender with the best value for money using a **60/40 weighting** between technical quality and price.

a) For the evaluation of the technical quality, the Specific Contracting Authority will define the detailed criteria and their respective weights in the specific contract evaluation Grid attached to the request for specific contract.²⁹

²⁹ see section 8.1.3. “Specific contract evaluation Grid”.

Any tender falling short of the technical threshold of 75 out of 100 points, is automatically rejected.

Out of the contractor's specific tenders reaching the 75 points threshold, the best technical tender is awarded 100 points.

The other tenders receive points calculated using the following formula:

Technical score =

(Final score of the technical tender in question/final score of the best technical tender) x 100.

b) Interviews can be conducted if announced in the specific terms of reference and in the specific contract evaluation Grid. The Specific terms of reference will include the indicative dates of interview and the position(s) for which the interview is foreseen. They should be conducted, by phone or video conference, for the potential experts of all the admissible tenders. The evaluators may decide to adjust the technical scores on the basis of the interviews' outcome.

c) For the evaluation of the price of a tender for a fee-based contract, only the fees and lump sums will be taken into account in the comparison of the financial offers. The provision for incidental expenditure and the provision for expenditure verification will not be considered.

For the evaluation of the price of a tender for a global price contract, the total price will be taken into account in the comparison of the financial offers.

Any financial offer exceeding the maximum budget as per the request for specific contract will be excluded.

Any financial offer with global fee rates (or with the total price for global price) exceeding the contractual maxima will be excluded.

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.

d) Overall, the tender which obtains the highest weighted score (60% for the technical score and 40% for the financial score) among those tenders passing the technical threshold, will be awarded the specific contract.

e) The Specific Contracting Authority will have up to:

- **14 calendar days** for requests with a budget of less than EUR 300,000,
- **30 calendar days** for requests with a budget of EUR 300,000 or more,

to evaluate (including interviews) and notify the results to Framework Contractors that submitted a tender. In the absence of any notification within that period, the Framework Contractor is no longer bound by its tender and may disband the proposed team.

Before the expiry of the initial validity period, the Specific Contracting Authority may request **one extension** of the validity of the offers. For request below EUR 300,000, the period of validity can be extended for maximum 14 calendar days. For request equal or above EUR 300,000, the period of validity can be extended for maximum 30 calendar days.

There is no obligation for the Framework Contractors to extend their offer. The Specific Contracting Authority can continue the procedure if at least one Framework Contractor extends the validity.

Following notification of the award, the validity of the selected Framework Contractor's tender is automatically extended by **14 calendar days** in order to allow the signature of the specific contract.

The notification does not commit the Specific Contracting Authority to award the specific contract to the Framework Contractor selected by the evaluation committee.

8.5 The specific contract

The specific contract³⁰ will be created and signed in the electronic exchange system.

The Specific contract enters into force on the day of signature by both parties. The Specific Financial Offer, the specific organisation and methodology, the CVs of the proposed experts and the Specific terms of reference 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 signature of the specific contract by both parties.

8.6 Availability of experts (for fee-based specific contracts only)

Having awarded the specific contract also on the basis of the evaluation of the experts presented in the specific offer, the Specific Contracting Authority expects the specific contract to be executed by these experts.

Experts' confirmation and replacement procedure

The Specific Contracting Authority notifies all Framework Contractors simultaneously:

- The tenderer with the highest score (1st) should confirm the availability of the expert(s) by the end of the next working day.
- If any, the next-best tenderers (2nd, 3rd, 4th and 5th) are informed that the Specific Contracting Authority reserves the right to notify them of award in case the specific contract cannot be signed with the tenderer with the highest score (1st).

The Framework Contractor must respond within 3 calendar days.

If the availability of all experts is confirmed by the tenderer with the highest score, the specific contract is signed with this tenderer and the other tenderers are informed of the specific contract's signature.

If the availability of any of the experts is not confirmed by the tenderer with the highest score:

- The tenderer has a maximum of 4 calendar days, from the date on which the tenderer informed the Specific Contracting Authority of the unavailability of one or more experts, to propose a replacement. The tenderer may propose up to 3 CVs for each expert position to be replaced.
- a justification for the change of the expert shall be given.

[For each expert to be replaced:](#)

³⁰ For reference a template is provided as Annex B-VII-1.

- The replacement expert must meet the minimum requirements described in the Specific terms of reference.
- The Specific Contracting Authority will assess the profile of the replacement expert and her/his/their total score must be at least as high as the total score of the expert to be replaced.
- The replacement expert must not have been proposed as expert by any of the other tenderers.

If the proposed replacement(s) is/are accepted, the specific contract is signed. The other tenderers are informed of the specific contract's signature.

The Specific Contracting Authority may notify of award the next-best tenderer in the following cases:

- The justification for the unavailability of at least one of the initially proposed experts is rejected by the Specific Contracting Authority.
- At least one of the proposed replacements is not accepted by the Specific Contracting Authority.
- No replacement is proposed by the deadline.

The procedure of expert confirmation and replacement may be repeated with the next-best tenderers (2nd, 3rd, 4th and 5th). If there are no next-best tenderers, the Specific Contracting Authority will cancel the procedure.

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 assign an expert on another project or a change of mind on the part of an expert about the specific contract will not be accepted as a valid justification for the replacement of any of the experts.

The period between the signature of the specific contract and start of the implementation of activities must be as minimum **10 calendar days** unless a shorter period is accepted by the Framework Contractor.

8.7 Conflict of interest

Conflict of interest affects the firm and experts performing an assignment as well as all the members of the consortium.

The Framework Contractor, including all the members of its consortium as well as the experts involved cannot participate in calls for tenders or contracts which directly result from specific contracts carried out under the Framework Contract. For example, if the assignment to be carried out under the Framework Contract is an evaluation of a programme even partially designed or implemented by the Framework Contractor.

Framework Contractors receiving a request for specific contract are responsible to check and verify if performing the assignment under the Framework Contract will cause a conflict of interest.

The Framework Contractor cannot make an offer for a specific contract if the envisaged assignment is incompatible with a contract executed by any member of the consortium.

Should a conflict of interest be identified, the Framework Contractor will immediately notify the Specific Contract Manager.

The Specific Contracting Authority will assess conflicts of interest on a case-by-case basis for each individual assignment at the time of the evaluation of the specific offers.

8.8 Specific contract performance assessment

For each specific contract the Specific Contracting Authority will assess the performance of the Framework Contractor using the model provided in Annex B-VII-14.

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 calendar days.

Following these comments, the Specific Contracting Authority can finalise the assessment together with the comments received in the electronic exchange system or modify it. In this case a new deadline for comments should be given to the contractor.

8.9 Sub-standard performance

Should a Framework Contractor repeatedly be unable (or not willing) to make an offer, or have a frequent sub-standard performance of specific contracts, this could be qualified as a breach of contract (Article 34 of the general conditions), entitling the Framework Contracting Authority to the remedies laid down in the general conditions of the Framework Contract.

9 QUALITY ASSURANCE

At Framework Contract Level

The Framework Contractor will assign appropriate internal resources and procedures for quality assurance in order to guarantee high standards of services provided.

Wherever needed, the results of the various monitoring activities will become punctual or structural recommendations, redress and remediation plans or changes in the Framework Contractor's working methods. Whenever needed, the Framework Contractor will be required to update its quality assurance plan to reflect the necessary changes.

The Framework Contracting Authority will monitor the level of quality throughout the duration of the Framework Contract by a variety of means, including but not limited to:

- close collaboration and follow-up with the Specific Contracting Authorities and the Specific Contract Managers
- surveys of the users' satisfaction with the quality of the services and performance.
- seeking opinions from internal or external experts with independent quality assessments.

At specific contract level

In the specific organisation and methodology, the Framework Contractor will indicate the consortium member(s) implementing the specific contract and designate the Specific Contract Quality Expert (cf. 6.2.3. "The Quality Support Team").

The quality supervision function implies that an effective quality assurance and control takes place for each assignment in order to guarantee that all outputs conform to the Specific terms of reference requirements.

The Specific Contract Quality Expert signs off, together with the Quality Manager, all the outputs (reports, studies) required under the specific contract.

If an expert is 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 Specific Contracting Authority, immediate additional support for these outputs to meet the appropriate standards, or as an alternative propose a replacement for the expert.

The Framework Contractor must ensure a quality control of the required outputs, before the submission to the Contracting Authority.