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**Tender Specifications**  
**for**  
**Preparation of an Annual European Report on Development (ERD)**  
**in the framework of**  
**Mobilizing European Research for Development Policies Initiative**

**TENDER No. DEV/2008/T/010**

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## **1. BACKGROUND INFORMATION ON THE "MOBILISING EUROPEAN RESEARCH FOR DEVELOPMENT POLICIES" INITIATIVE**

### **1.1. Beneficiaries**

The main final beneficiaries of this Initiative will be ALL EU Member States, Government ministries, European citizens, the European Institutions as well as the media, civil society organizations, national, regional and local elected officials, representatives of the research community (think tanks, research institutes, universities) from Europe and from developing countries.

### **1.2. Contracting Authority**

The Contracting Authority will be the European Commission (DG Development on behalf of the Commission) and the Member States contributing to the project (here referred as Member States), namely: Finland, Luxemburg, Spain, Sweden, and United Kingdom.

The Commission will be the contact point for the Contractor for all matters related to the daily management of the project, except for the payments made by Member States.

### **1.3. Relevant Background**

The European Commission and some EU Member States have launched the initiative "Mobilising European Research for Development Policies" which aims at enhancing the European vision on development and its influence in the international development agenda. This initiative stems from the *European Consensus on Development* and from the '*Aid Effectiveness package*' of April 2006 which highlight the need to stimulate the debate on development in Europe, to enhance analytical capacity at European level and to strengthen the linkages with policy making.

The objective of the initiative is to enhance a European perspective on development issues in the international arena, on the basis of knowledge excellence, innovation and building of common ground between the European research community and policy-makers (Member States and Commission). Moreover, this initiative will improve the visibility of the EU at a global level, help shape the international agenda and feed the EU internal debate on development.

The main outcome will be the publication of a *European Report on Development (ERD)*. Such report will be published annually. The ERD, together with other intermediary products, will play a catalytic role in raising debate, building on established networks and refining the common vision sketched in the European Consensus.

As far as the organization of the project is concerned, a writing and editorial team will be responsible for the content, overall quality, coherence and timeliness of the report as well as for the other related activities (research studies, workshops and conferences). Multi-disciplinary and multi-national, the ERD Team will be responsible for drafting the report and carrying out the tasks leading to it.

The purpose of this contract is the conception, the drafting and the editing of a high quality report on development with a European perspective elaborated by a team of qualified researchers, including the definition of a set of activities of research and policy dialogue.

#### **1.4. The rationale: state of play and related initiatives**

With the adoption of the European Consensus, the Aid Effectiveness package and the European Code of Conduct on the division of labour, the European Union enhanced its leadership role in implementing the Paris Declaration and in achieving the new Official Development Assistance targets.

In this context, it is striking to note that while European research on development is very active and has produced strong academic contributions, it often operates within a national policy framework. The absence of a European dimension, together with a limited presence in the international debate and a shortage of links with the EU policy making process, has hampered the impact of European research on development on the global thinking in this field.

This led to a proposal for a European initiative aiming at enhancing the European vision on development and its influence in the international development agenda. The Council has welcomed the Commission's proposal and indicated that it was looking to its development. The main outcome will be the publication of a *European Report on Development (ERD)* a research-led review of development issues and a European counterpart to other major flagship global reports.

A recent overview of global reports found 178 reports up to 2005. 123 of these were prepared by multilateral agencies. The overview paper states that the number of global reports is accelerating. They are increasingly becoming a standard way of asserting one's policy space and interests in the global arena; of responding to global challenges and outlining ways forward; and of taking a global leadership role on selected international development issues.

The added value for having a European report on development is two-fold: on one side, this report will be the final output of a deep process of knowledge creation and policy dialogue regularly monitored by a Steering Committee (composed by representatives of Commission and Member States) that will ensure the political relevance of the research product; on the other side, this flagship report will offer the European perspective on development, with a forward looking dimension as a contribution to the international debate.

#### **1.5. Governance Structure**

The ambitious objectives of this initiative can only be achieved through providing an improved knowledge base for policies in the field of development cooperation and through improving the understanding of key future trends. With this in mind, the Commission and Member States have created a lean and pragmatic governance structure able to manage the project, to guarantee that the final output of this initiative reflects

European research views on development issues and helps bridging policymaking and research.

The governance structure is composed by: a) Steering Committee, b) ERD Secretariat:

#### Steering Committee:

The Steering Committee is composed of representatives of the Member States contributing to the joint action and of the European Commission. Members of the Steering Committee may appoint researchers on development policies to support and participate in the deliberations of the Steering Committee.

The Steering Committee will provide leadership and vision. Its main responsibilities are:

- to decide on the choice of the themes for the ERD;
- to agree on the orientations of the ERD and to review the quality of the outputs of the joint initiative;
- to appoint Sub-Committees (Task Force) for ad-hoc tasks;
- to steer and monitor the work of the Contractor in charge of the conception, the drafting and the editing of the ERD;
- to propose and follow initiatives aiming at ensuring that the ERD process also contributes to a more united European research on development;
- to ensure that the final report is relevant for EU's policy as well as action-oriented, and to authorise its publication.

The Steering Committee will regularly monitor and confirm the strategic direction of the project. It will receive and approve reports and plans from the Contractor's project director.

#### ERD Secretariat

The ERD Secretariat is established within the Commission services (DG Development) and acts as an interface with the Steering Committee. In particular, is responsible for the organization of the activities of the Steering Committee. It has a coordination role and by promoting inclusiveness ensures the interaction with the political actors and relevant stakeholders from Europe and from developing countries. It will take part the consultation, communication and dissemination activities.

## **2. OBJECTIVES OF THE CONTRACT**

### **2.1. Overall objective**

The overall objective of the ERD process is to enhance a European perspective of development issues beyond aid on the international stage, on the basis of knowledge excellence, innovation and building of common ground between the European research community and policy-makers (Member States and Commission).

## **2.2. The purpose of the contract**

The purpose of this contract is the conception, drafting and editing of a high quality European Report on Development, including the definition of a set of activities of research and consultation. The report will primarily rely on existing literature and new research papers commissioned to specialized institutes/universities turned into clear and bold politically relevant statements. The aim will be to inform policy-making processes, to build bridges between researchers and policy-makers, and to encourage more pan-European research on development issues.

It is intended that the European Report on Development should:

- produce innovative knowledge on emerging and future issues, policy interests and policy drivers with relevance for EU policymaking
- bridge the gap between researchers and policy makers and identify emerging issues of political relevance, where European research can provide added value;
- provide action-oriented options for policy-makers and a shared message from the European research community, while building on a wider range of views and richness of thinking;
- be based on evidence, be technically sound and of high quality;
- provide a forward-looking dimension;
- provide a platform of debate on global challenges facing development policy from an European angle in a forward looking perspective;
- draw upon relevant scientific disciplines and be holistic rather than sectoral. Critical analysis should be accompanied by positive concrete and constructive proposals, including quick fixes;
- take risks, jump out of the box, and be bold to show that Europe can think on its own;
- stimulate the debate among research community from Europe and from developing countries and policy makers.

It should complement and go beyond ongoing research programmes in Europe as the project combines the capabilities of renowned research institutes and networks. A constant debate with high quality input from the research community and policy networking are essential pre-conditions for successful European Report on Development.

It should contribute to improving Europe's policy towards developing countries and emerging donors.

## **2.3. The multi-year story line of the ERD**

On 20-21 March 2007, the Commission hosted a first research workshop with the purpose of identifying key themes for the ERD. The intention was to bring a wide group of researchers and policy-makers together to take stock of the available research inputs to fuel this collective reflection.

Building on the outcome of this workshop, the Steering Committee agreed on key orientations for the multi-year story line of the report. The ERD will look at how global changes affect the development agenda. The multi-year story line will focus on "Reconciling the MDGs with new global challenges – the EU's approach". This general theme covers three pillars:

- 1) the new global context: how global changes (new geo economics, China, India, Afghanistan, security threats, migration, environmental degradation, climate change, etc) affect the development agenda – the MDGs have to be looked at in the context of those new realities;
- 2) the European flavour - The EU approach is based on values, norms and interests (human rights, social inclusion, multilateralism, respect for diversity) – Europe's experiences as a governance system, gathering countries at different stages of development - poverty eradication does not only mean economic growth but also political and social aspects (democracy, inequality, well-being);
- 3) what will be Europe's role in this new global context?

Those three pillars will form a "corridor" in which one specific theme will be addressed every year. In the first year the report will focus on Africa. The attention to this continent must not be exclusive and other realities and experiences must be taken into account. Since the EU is active all over the world, the ERD should integrate the global impact of EU action.

### **3. TASKS TO BE PERFORMED BY THE CONTRACTOR**

The Contractor will be responsible for carrying out tasks relating to the conception, drafting and editing of the ERD, namely:

- The contractor will provide a team composed of senior researchers with international reputation. The team will be multi-disciplinary (economists/ /political scientists/social scientists) and multi-national (from EU Member states, including those that are not represented in the Steering Committee). The ERD Team should be composed by a senior researcher (Team Leader), at least three academics/researchers with international reputation and an editor (cf. § 9.2.2).
- The contractor will be responsible for the administration of the ERD Team. The Contractor will be in charge of the administrative management of the ERD Team contracts and ERD members' participation to the consultative activities and meetings.
- The Contractor will organize research workshops, conferences, seminars related to the production of the ERD in Europe and in developing countries under the guidance of the Steering Committee (cf. § 3.1.4).
- The Contractor will ensure that the ERD Team is adequately supported and equipped. In particular it shall ensure that there is sufficient administrative and secretarial support including e-mail, web access, computers and postal costs. The Contractor will be responsible for the provision of office space for the ERD Team if considered necessary during the drafting phase.
- The Contractor will be in charge of commissioning a number (max. 20) of research papers that will feed the ERD to renowned research institutes, universities (cf. § 3.1.3).
- The Contractor will ensure a continued flow of information between the ERD Team and the ERD Secretariat. The Contractor will participate in meetings of the Steering Committee where appropriate.

### 3.1. REPORTING AND TIME SCHEDULE

**NB: The time schedule for each of the activities will depend on the date of signature of the contract. It will be adapted accordingly during a first kick-off meeting between the Contracting Authority and the Contractor.**

The aim is to launch the final version of ERD in June 2009. An outline of the Report should be ready by November 2008 and the draft Report should be ready by the end of January 2009, so as to allow for time needed for the final editing and publishing.

The following activities are outlined in chronological order for the report cycle:

#### **3.1.1. Inception Period**

During this period, the contractor will:

- put in place the ERD Team
- on the basis of the agreed multiyear story line, the Contractor will develop an intellectual framework of the report;
- prepare and present an Inception Report outlining in more detail the steps proposed under 'Methodology' in the tender proposal. The Steering Committee will consider, propose changes as needed, and approve the final version of the inception report.

For planning purposes the inception report will show how the different activities relate to each other and how they contribute to the aim of the process. It will offer a clear description of a planned process and time frame by which initial results will lead to subsequent activities.

#### **3.1.2. Literature Review**

On the basis of the agreed multi-year story line of the ERD, the ERD Team will identify the relevant existing material and ongoing research programmes. Starting with a 'scene setting' literature review of the current evidence based research will allow the ERD Team to assess the need for new research papers to be launched. The ERD Team will be asked to produce a first report on the literature review "state of the art". This will constitute the basis for further identifying the gaps and the need for research to be produced on specific themes.

#### **3.1.3. Research papers**

The ERD Team will draft Terms of Reference for commissioning (max. 20) research papers on specific topics relevant to the ERD. The research papers will be commissioned by the third quarter of 2008 to renowned research institutes and/or universities with demonstrated expertise and knowledge on the issues identified. Once finalized, the research papers will be submitted by the Contractor to the ERD Secretariat. The latter will send them to the

Steering Committee for validation and discussion. These research papers will feed the draft ERD Report.

Sub-contracting within this activity is allowed. The Contractor will be responsible for all sub-contracted procedures.

#### **3.1.4. Consultative activities**

The research papers will be validated and discussed during a series of consultative activities prior to the finalization of the report. Such consultations will ensure an ongoing, open and participatory process with main stakeholders.

The following activities will constitute the core of the consultative phase and will have to be organised by the contractor:

- 2 Research Workshops in Europe  
These 2 days workshops will be organized in European countries. They will serve to discuss and validate the research papers. They will involve approximately 30 researchers from Europe and developing countries.
- 2 Seminars in Europe (2 days)  
They should include a broader range of actors, including parliamentarians and civil society representatives. The debate should be centred on the research papers and provide the main vehicle for consultation. They will involve approximately 50 participants from Europe and developing countries.
- 1 Regional Seminar in Africa (2 days event, possible venues: Senegal/Ethiopia)  
It will involve approximately 80 participants from Europe and developing countries. It will help get views from African researchers and policy makers.

The European Development Days (EDD) organised by the European Commission on 16/17 November 2008 in Strasbourg (France) could serve as a consultation conference on the outline of the Report.

The ERD Team and the Project Director will meet regularly and may be invited to participate to the Steering Committee meetings in Europe. The ERD Team will take an active part in workshops and conferences related to the production of the ERD. The logistics and costs of these meetings (organization, invitations, proceedings, etc.) will be ensured by the Contractor.

As for the EDD event, travel costs and subsistence allowances incurred for the participation of the member(s) of the ERD Team and the Project Director whereas necessary, should be borne by the Contractor.

### 3.1.5. *Outline of the report*

An outline of the report will be submitted to the Steering Committee for validation by October 2008 in order to be discussed at the European Development Days in November 2008.

### 3.1.6. *Draft Report*

The ERD Team will be responsible for integrating the findings of research papers and the outcomes of the consultative activities into coherent chapter drafts. This will form the first draft report which will be submitted to the Steering Committee for validation by the end of January 2009.

### 3.1.7. *Editing*

The Editor in close cooperation with the ERD Team will ensure that the report due for publication is well written, grammatically correct and accessible. She/He will manage that comments and inputs from specialists scattered throughout the consultation process are integrated into the work. She/He will check facts and style consistency.

### 3.1.8. *Final Report*

The report will be finalised and validated by the Steering Committee before publication in June 2009.

### 3.1.9. *Networking activities*

The Contractor will be asked to create an ERD web site that allows bringing together the main contributors to the report and the representatives of the research community into a virtual community, through an on-line Knowledge Network.

*NB: Activities related to the graphic design, translation, printing, dissemination and communication strategy (including launch events) of the ERD and its main intermediary products shall not be covered by the present contract.*

*These activities will be undertaken by the European Commission.*

*The ERD Team and the Project Director will be asked to provide active contribution to the communication activities and launch events with regard to the content of the Report. Travelling and accommodation expenses incurred for the participation in these activities will be borne by the European Commission.*

### 3.1.10. *Deliverables and Time schedule*

**NB: The time schedule for each of the deliverables will depend on the date of signature of the contract. It will be adapted accordingly during a first kick-off meeting between the Contracting Authority and the Contractor.**

Deliverables	Time schedule
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<u>a. Inception report</u> : a project framework that will offer a clear description of a planned process and time frame	15 days from the signature of the contract
<u>b. Literature Review report</u> : review of relevant existing material and ongoing research programmes on issues relevant for the ERD	2 months from the signature of the contract
<u>c. Terms of Reference for research papers</u>	3 months from the signature of the contract
<u>d. Proceedings</u> of the different consultative activities	15 days after the event
<u>e. Outline of the report</u>	October 2008
<u>f. Draft report</u> : the report will integrate the results of the research papers and of the consultative activities	By end of January 2009
<u>g. Final ERD Report</u>	June 2009

At the end of the process the Contractor will provide all the above mentioned deliverables to the ERD Secretariat that will submit them to the Contracting Authority (COMM and MS).

*All the reports shall be drafted in English.*

#### 4. PRICE

The maximum budget available is € 1.960.000.

The price shall be indicated in Euro, excluding VAT, using the conversion rates published in the C series of the Official Journal of the European Union on the day when the invitation to tender is sent out and must be broken down as per the format given in Annex V to these Specifications.

The VAT amount must be indicated separately.

It should be pointed out that, under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities, the European Commission is exempt from all charges, taxes and duties, including value added tax; such charges may not therefore be included in the calculation of the price quoted.

The Protocol on the Privileges and Immunities of the European Communities **does not** apply to Member States. Each participating Member States will issue

instructions to the contractor on the applicable rules concerning VAT in their respective country.

Cost incurred in preparing and submitting tenders are borne by the tenderers and cannot be reimbursed.

## **5. TERMS OF PAYMENTS AND STANDARD CONTRACT**

Payments shall be made in Euro.

The terms of payment are as follows (article I.4.1 of the attached contract Annex I):

- 30% pre-financing following signature of the Contract by the last contracting party and within 30 days of the receipt by the Commission of a duly constituted financial guarantee covering the pre-financing as indicated in the draft Contract (art. I.4.1);
- 50% after approval and validation of the draft ERD report by the Steering Committee. Payments will be done by the Member States (and complemented by the Commission whereas necessary);
- Payment of the balance after acceptance of the final ERD report by the Steering Committee. The payment will be made by the Commission.

In drawing up the bid, the tenderer should take into account the provisions of the attached draft contract.

In the context of the execution of this Contract, the Commission reserves the right to apply Article 126.1 f) of Commission Regulation (EC, Euratom) No 2342/2002<sup>1</sup> permitting use of a negotiated procedure for additional contracts consisting in the repetition of similar services or works entrusted to the Contractor, provided that the subject of the Contract conforms to the present Specifications.

## **6. GUARANTEES**

A pre-financing guarantee is required equal to at least 30% of the total value of the contract.

Guarantees must be supplied by a bank or financial institution. They must be denominated in EURO and will have the effect of making the bank or financial institution as irrevocable collateral security or first-call guarantor of the contractor's obligations.

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<sup>1</sup> Commission Regulation (EC, EURATOM) No 2342/2002 of 23 December 2002 laying down detailed rules for the implementation of Council Regulation (EC, Euratom) No 1605/2002 on the Financial Regulation applicable to the general budget of the European Communities (OJ357 of 31/12/2002, p. 1), as amended by Commission Regulation (EC, EURATOM) No 1261/2005 of 20 July 2005 (OJ L 201 of 2 August 2005, p. 3), by Commission Regulation (EC, EURATOM) No 1248/2006 of 7 August 2006 (OJ L 227 of 19 August 2006, p. 3), and by Commission Regulation (EC, EURATOM) No 478/2007 of 23 April 2007 (OJ L 111 of 28 April 2007, p.13).

The guarantee will be released as and when the pre-financing is deducted from interim payments or payments of balances to the contractor in accordance with the terms set out in the General Conditions of the draft Contract.

A performance guarantee for an amount equal to 10% of the total value of the contract shall be issued by a bank, an authorised financial institution or a third party in favour of the Commission. It will be released two months after payment of the balance. The performance guarantee shall cover performance of the contract in accordance with the terms set out in these Specifications.

## **7. COMPOSITION OF PARTNERSHIPS OR CONSORTIA**

Participation in this tendering procedure is open to consortia and partnership. Partnerships or consortia should specify full details of individual members including the criteria in Sections 8 and 9 of the present Specifications. In addition, one of the consortium members must be designated as lead operator, and will be the Contracting Authority's main interlocutor and will have sole legal and financial liability vis-à-vis of the Contracting Authority.

No operator may participate in more than one tender.

## **8. EXCLUSION CRITERIA (ART. 93, 94, 96 OF THE FINANCIAL REGULATION)**

Tenderers must prove that they are not in one of the situations giving rise to exclusion as described below, by providing the following information, evidence and documents with their bid.

The following exclusion criteria are established by the Council Regulation (EC, Euratom) No. 1605/2002 of 25 June 2002<sup>2</sup> on the Financial Regulation applicable to the general budget of the European Communities as amended by Council Regulation (EC, Euratom) No. 1995/2006 of 13 December 2006<sup>3</sup>: These provisions are further refined in articles 133, 133a, 134 and 134b of the Implementing Rules applicable to the Financial Regulation<sup>4</sup>:

### ***Article 93 - Financial Regulation***

Tenderers shall be excluded from participation in procurement procedure if:

- a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

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<sup>2</sup> OJ L 248 of 16.09.2002, p.1

<sup>3</sup> OJ L 390 of 30.12.2006, p.1

<sup>4</sup> OJ L 357, 31.12.2002, p. 1. Regulation as last amended by Commission Regulation (EC, Euratom) No 478/2007 (OJ L 111, 28.4.2007, p. 13.)

- b) they have been convicted of an offence concerning their professional conduct by a judgment which has the force of *res judicata*;
- c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- e) they have been the subject of a judgment which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- f) they are currently subject to an administrative penalty referred to in Article 96(1).

Points (a) to (d) of the first subparagraph shall not apply in the case of purchase of supplies on particularly advantageous terms from either a supplier which is definitively winding up its business activities, or from the receivers or liquidators of a bankruptcy, through an arrangement with creditors, or through a similar procedure under national law.

**Article 94 – Financial Regulation** (Articles 133a and 134 of the Implementing rules):

Contract will not be awarded to tenderers who, during the procurement procedure for this contract:

- a) are subject to a conflict of interest;
- b) are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or fail to supply this information;
- c) find themselves in one of the situations of exclusion, referred to in Article 93(1), for this procurement procedure.

The Contracting Authority must ensure that on the date on which the tender is submitted, no tenderer is subject to one of the above situations. Conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties or any other relevant connection or shared interest.

Tenderers shall provide a declaration on their honour, duly signed and dated stating that they are not in one of the situations referred to above, using the form provided in Annex III.

The Contracting Authority reserves the right to check the information provided by tenderers.

**Article 96 – Financial Regulation** (Articles 133a and 134b of the Implementing rules):

1. The contracting authority may impose administrative or financial penalties on the following:
  - (a) candidates or tenderers in the cases referred to in point (b) of Article 94;
  - (b) contractors who have been declared to be in serious breach of their obligations under contracts covered by the budget.

In all cases, however, the contracting authority must first give the person concerned an opportunity to present his observations.

2. The penalties referred to in paragraph 1 shall be proportionate to the importance of the contract and the seriousness of the misconduct, and may consist in:
  - (a) the exclusion of the candidate or tenderer or contractor concerned from the contracts and grants financed by the budget, for a maximum period of ten years; and/or
  - (b) the payment of financial penalties by the candidate or tenderer or contractor up to the value of the contract in question.

#### **Article 134 – Implementing rules (Evidence):**

1. Tenderers shall provide a declaration on their honour, duly signed and dated, stating that they are not in one of the situations referred to in Articles 93 and 94 of the Financial Regulation, using the form provided in Annex III.
2. The tenderer to whom the contract is to be awarded shall provide, within a time limit defined by the contracting authority and preceding the signature of the contract, the evidence referred to in paragraph 3 below;
3. The contracting authority will accept as satisfactory evidence that the candidate or tenderer to whom the contract is to be awarded is not in one of the situations described in point (a), (b) or (e) of Article 93(1) of the Financial Regulation, a recent extract from the judicial record or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. The contracting authority will accept, as satisfactory evidence that the candidate or tenderer is not in the situation described in point (d) of Article 93(1) of the Financial Regulation, a recent certificate issued by the competent authority of the State concerned.

Where the document or certificate referred to in paragraph 1 is not issued in the country concerned and for the other cases of exclusion referred to in Article 93 of the Financial Regulation, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

4. Depending on the national legislation of the country in which the candidate or tenderer is established, the documents referred to in paragraphs 1 and 3 shall relate to legal persons and/or natural persons including, where considered necessary by the contracting authority, company directors or any person with powers of representation, decision-making or control in relation to the candidate or tenderer.

5. Where they have doubts as to whether candidates or tenderers are in one of the situation of exclusion, contracting authorities may themselves apply to the competent authorities referred to in paragraph 3 to obtain any information they consider necessary about that situation.
6. The contracting authority may waive the obligation of a candidate or tenderer to submit the documentary evidence referred to in paragraph 3 if such evidence has already been submitted to it for the purposes of another procurement procedure and provided that the issuing date of the documents does not exceed one year and that they are still valid.

In such a case, the candidate or tenderer shall declare on his honour that the documentary evidence has already been provided in a previous procurement procedure and confirm that no changes in his situation have occurred.

7. When requested by the contracting authority, the candidate or tenderer shall submit a declaration on honour from the intended subcontractor that he is not in one of the situations referred to in Articles 93 and 94 of the Financial Regulation.

In case of doubt on this declaration on the honour, the contracting authority shall request the evidence referred to in paragraphs 3 and 4. Paragraph 5 shall apply, where appropriate.

#### **Article 134ter Implementing Rules (Administrative and financial penalties)**

1. Without prejudice to the application of penalties laid down in the contract, candidates or tenderers and contractors who have made false declarations, have made substantial errors or committed irregularities or fraud, or have been found in serious breach of their contractual obligations may be excluded from all contracts and grants financed by the Community budget for a maximum of five years from the date on which the infringement is established as confirmed following an adversarial procedure with the contractor.

That period may be extended to ten years in the event of a repeated offence within five years of the date referred to in the first subparagraph.

2. Tenderers or candidates who have made false declarations, have committed substantial errors, irregularities or fraud, may also be subject to financial penalties representing 2% to 10% of the total estimated value of the contract being awarded.

Contractors who have been found in serious breach of their contractual obligations may be subject to financial penalties representing 2% to 10% of the total value of the contract in question.

That rate may be increased to 4% to 20% in the event of a repeat infringement within five years of the date referred to in the first subparagraph of paragraph 1.

3. The institution shall determine the administrative or financial penalties taking into account in particular the elements referred to in Article 133a (1).

### **COMMENTS TO EXCLUSION CRITERIA:**

In the case of tenders submitted by consortia or partnership, each of the economic operators involved in the tender must provide a dated and signed declaration on their honour, based on the model provided at Annex III, confirming that none of the exclusion criteria for participation in or award of the contract apply to them.

The tenderer proposed for award of the Contract must furnish, within 14 days, and prior to the signature of the Contract, the evidence listed above, corroborating the declaration on their honour, in respect of each economic operator forming part of their consortium or group of service providers.

In the case of tenders involving subcontracting, the tenderer proposed for award of the Contract must furnish, within 14 days, and prior to the signature of the contract, the declaration on their honour and/or the evidence listed above regarding exclusion criteria for participation in or award of the contract, in respect of each of the subcontractors in respect of whom the Commission requests such evidence.

The Commission reserves the right to check the information provided by tenderers.

## **9. SELECTION CRITERIA (FINANCIAL, ECONOMIC, TECHNICAL AND PROFESSIONAL CAPACITY TO CARRY OUT THE WORK)**

Tenderers must demonstrate that they have the necessary economic, financial, technical and professional capacity to perform the tasks described in the present Specifications in accordance with the payment schedule specified in the *draft Contract* at Annex I to the invitation to tender.

Where the bid is submitted by a consortium or group of service-providers, the economic and financial capacity must be ascertained at the level of each economic operator forming part of the consortium or group. Technical and professional capacity may be ascertained at consortium or group level, or at the level of each member of the consortium or group.

Where the bid is submitted by a tenderer who intends to subcontract part of the tasks or entrust them to another economic operator, the subcontractors or economic operators involved must demonstrate that they have the requisite economic, financial, technical and professional capacity.

An economic operator may, if necessary and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links he has with them. He must in this case prove to the awarding authority that he will have at its disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal.

Tenderers must provide proof of their professional, economic, financial, and technical capacity by enclosing with their tender the following information and documents, accompanied by the documentation reference tables shown in Annex IV.

### **9.1. Financial and economic capacity**

Evidence of financial and economic capacity must be provided by means of the following documents:

- (a) the presentation of balance sheets or extracts from balance sheets for at least the last two years for which accounts have been closed, where publication of the balance sheet is required under the company law of the country in which the economic operator is established;
- (b) a statement of overall turnover and turnover concerning the works, supplies or services covered by the contract during a period which may be no more than the last three financial years.

The average turnover per year shall be at least € 5.5 million. For consortia and partnerships, the average turnover per year will be calculated as the sum of the turnover of each member of the consortium or partnership.

In case of a consortium or a group of firms, all partners must provide the information required.

## **9.2. Technical and professional expertise**

### **A. The Contractor**

The contractor can be a single institution or a consortium. It should be multi-disciplinary having at least the following range of expertise: politics, economics and international affairs. It should have gained experience and understanding of all the major European viewpoints on international development. It should be very familiar with the key actors in all the main development and policy research institutions in Europe and in developing countries.

It should have considerable experience working on complex research projects, policy-oriented research communication, management of scientific publications and organising workshops and conferences. It should have already worked at the nexus of research, policy advice and public affairs in order to inspire public debate, policy and practical action.

In addition to the above mentioned requirements, the Contractor should be chosen on the basis of the following criteria:

- a) It offers an appropriate professional environment to undertake the tasks required.
- b) It is based in EU Member States.
- c) It offers a European dimension having demonstrated it by dealing with European policies.
- d) It offers sound research expertise in the field of international affairs.
- e) It offers sound experience in managing multi-partner projects.
- f) It has considerable experience in developing forward looking dimension.
- g) It has experience in working with research institutes/networks from developing countries.

- h) The Contractor must make available an appropriate management and backstopping mechanism, secretariat and any other support staff that he considers to be necessary in order to implement this Contract. The Contractor will provide the experts with all the necessary logistical support both and during the assignment when and as required.
- i) All support staff shall have sufficient command of foreign languages to be able to easily maintain contact with the Contracting authority. Therefore a working knowledge of French and/or English is required; knowledge of other languages will be considered as a plus.

The Contractor shall also transfer funds as necessary to perform the activities under the contract and to ensure that the ERD Team members are paid regularly and in a timely fashion.

The Contractor will ensure that the ERD Team is adequately supported and equipped. The cost of the office accommodation -if foreseen- shall be covered by the Contractor.

Secretarial related costs which may include communications (fax, telecommunications, mail, courier, etc.,...) report production and secretarial services both in the Contractor's Headquarters and/or individual experts' home office and for ERD team members on mission are considered to be included within this contract. Travel costs and subsistence allowances for missions to be undertaken as part of this contract shall be covered by this contract. No cost of this nature may be charged in addition.

Reports and other documents required in these Terms of Reference will be made available in a maximum 6 copies. Reports are required in a standard computerized format at no extra charges.

### **B. The ERD Team**

The team should be sufficiently skilled, professionally-connected, and with ample relevant previous experience to write the reports to a high standard that will support the attainment of the purpose and overall objectives. It will be responsible for the practical tasks related to the preparation of each report, including:

- Review of existing literature
- Writing Terms of Reference for research papers
- Contribution to the consultation events: presentation of papers, discussions
- Drafting of the report

It should be composed by a senior researcher (Team Leader), at least three academics/researchers with international reputation, a communication/networking expert and an editor (at a later stage). The Team Leader will provide strategic leadership and intellectual direction to the Team. Candidates will be EU citizens. All will be perfectly fluent in English; knowledge of other languages will be considered as a plus. They will be available to travel, mostly within Europe.

Having selected the tender partly on the basis of the CV's of the experts proposed, the tasks are expected to be executed by these experts and they are obliged to remain available all through the execution of the contract. The Contractor has to take appropriate measures to ensure the availability of the expert.

The Contracting Authority should consider substitutions exceptionally in case of incapacity of an expert for health reasons or due to *force majeure* which may justify a replacement and which would not have any effect on the performance of the tasks.

If a replacement is considered, the Contractor will have to submit the CV of one or up to three alternative experts depending on the instruction of the Contracting Authority. In all other cases the Contracting Authority may decide to terminate the Contract.

***Skills and tasks of the core writing and editorial team of the ERD:***

<b>Key experts</b>
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**ERD Team Leader**

**Core competencies/ Function and duties**

- Overall management of the ERD Team including team-building and intellectual leadership, ensuring high performance and time management).
- Strategic analysis of existing literature and ability to identify gaps and needs for further research.
- Refining the theme of the report keeping account of consultation activities.
- Steering and monitoring research papers.
- Ensuring high academic standards of the ERD.
- Building bridges between the European development research community and policy making.
- Involving research institutes in developing countries.
- Implementing Steering Committee's recommendations.
- Liaising with the ERD Secretariat in Brussels.

**Qualification and Experience / Requirements**

- Senior researcher with excellent international reputation (e.g. refereed publications in international journals, contributions to major flagship development reports, participation in international research projects).
- Postgraduate qualification and minimum 15 years of relevant professional experience in leading socio-economic research projects in international development.
- Sound experience in leading multidisciplinary qualitative and quantitative research work.
- Excellent knowledge about European development policies.
- Recognised experience in bridging research and policy.
- Policy advisory capabilities and experience.
- Fluency in English. Knowledge of other EU languages will be an asset.

**Researchers**

**Core competencies/ Function and duties**

- Main writers of ERD chapters.

- Literature review, drafting terms of reference, steering and monitoring the research papers.
- Integrating research papers into coherent chapter drafts.
- Guaranteeing high academic standards of the report.

### **Qualification and Experience / Requirements**

- Academic background in economics, social or political sciences, preferably at PhD level.
- Minimum 3 years of relevant professional experience in socio-economic research projects in international development.
- Excellent researchers with a demonstrated capacity to bring together political/economic and social perspectives).
- Strong capability in policy advisory work and experience of international research networks.
- Team players with strong interpersonal, communication and writing skills.
- Sound field experience will be considered a plus.
- Fluency in English. Knowledge of other EU languages will be an asset.

### **Editor (at a later stage)**

#### **Core competencies/ Function and duties**

- Providing editorial oversight of the report.
- Setting and implementing editorial strategy in coordination with the Steering Committee.

### **Qualification and Experience / Requirements**

- Minimum 15 years relevant experience of which 5 years as an Editor in a national or international media.
- Proven knowledge of ICT's' and information technology tools.
- Fluency in English.

<b>Networking, consultation and communication tasks</b>
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#### **Core responsibilities:**

- Developing appropriate networking with European and developing countries' development research communities, including through the website. Contributing to the internal flow of information.
- Contributing to communication and dissemination activities (managed by the European Commission) as for the content of the Report, such as preparation of messages, press releases, articles and presentations.
- Ensuring active role of ERD Team in consultation activities.

The above mentioned networking, consultation and communication activities may be either performed by a member of the ERD Team or by the Contractor's staff.

### **C. Project Director**

The Contractor shall appoint a Project Director, who will have the overall responsibility for the running of the contract as well as for all contacts with the Contracting Authority. In particular, she/he shall ensure the provision of high-quality services throughout the assignment. She/he will also be responsible for the day-to-day management of the contract and act as the central point of contact for assignment.

The Project Director shall ensure contract management services, including the following tasks:

- Paying fees to the experts to the ERD Team members
- Organising travel of the ERD Team members
- Preparing and sending reports to the ERD Secretariat (cf. Section 3)
- Paying expenses and keeping the account
- Providing equipment for the ERD Team members
- Providing office facilities for the ERD Team members during the drafting phase, if considered necessary
- Preparing any required materials for the meetings of the ERD Team
- Managing flows of information
- Overall legal, contractual and administrative management
- Maintenance of any consortium agreement, where appropriate

The Project Director shall have a University-degree education as well as at least 10 years of experience in a senior management position on international level. Knowledge of European Commission programmes and procedures will be an asset. The Project Director as such must have an excellent working knowledge of English. Knowledge of other EU languages will be considered as a plus.

**Bids from tenderers who do not satisfy the exclusion and /or selection criteria will not be considered for the award of the contract. Tenderers who fail to supply the documents required under these Specifications for the purpose of the exclusion and selection criteria will be excluded.**

## **10. TECHNICAL TENDER: CONCEPT NOTE**

Tenderers should include in their bid a concept note (max. 6 pages), detailing how they will perform the tasks covered by the contract in compliance with all the requirements of the Tender Specifications. They should provide also precise and detailed information as to the kind and level of expertise they would deploy (key experts, support staff, technologies, etc) if they were granted the contract.

Bids that fail to comply with this requirement will be rejected.

## **11. AWARD CRITERIA (QUALITY, METHODOLOGY, PRICE)**

### **11.1. Technical evaluation:**

The technical aspects of each bid will be evaluated on the basis of the concept note as described at Section 10, using the following criteria:

#### *11.1.1. Quality (50%)*

- a) Overall coherence of the offer:

The Contractor will be evaluated on the basis of the degree of understanding of the nature of the assignment, of its context and of the various phases foreseen for the implementation of the ERD project ( cf. Section 3).

b) Quality of the offer:

The Contractor will be evaluated on the basis of :

- relevance of the offer to the objective and the purpose of the contract (see Section.2);
- strategy proposed to combine production and use of knowledge, the tools and processes through which content is disseminated and the various planned inputs provided for policy-makers;
- timing and chronological order of the activities proposed which result from the assessment of needs and opportunities (cf. Deliverables and Time Schedule – Section 3);
- coherence of the structure of the project (proposed work packages, sources, objectives);

c) Organization of work and distribution of staff competencies, including the composition of the team for the purposes of providing the service requested;

The Contractor will be evaluated on the basis of organization of work and distribution of staff competencies. In this context, particular attention will be paid to the composition of the proposed team of researchers in charge of drafting the ERD.

*11.1.2. Methodology (30%)*

Methodology should ensure:

- to advance the state of the art in the field of global interdependencies;
- to broaden the knowledge on emerging and future challenges relevant to European development policy;
- to improve the exchange between participating researchers, policy-makers and other societal actors;
- to create conditions for the scholarly community in Europe to inform the formulation, development and implementation of EU development policy;
- to support the policy outreach of the research conducted by the project;
- to elaborate a conceptual framework for future assessment of the impact of the ERD on development policies and on the research community on development;

Only tenderers which have demonstrated a sufficiently high quality and methodology will be evaluated on the level of the price.

## **11.2. Financial evaluation – Price (20%)**

Without prejudice to Article 94 of the Financial Regulation, contracts shall be awarded to the Contractor, whose offer represents the best value for money, taking into account the above criteria.

## **11.3. Award of the contract**

The contract will be awarded to the contractor whose offer gets the highest score in the following formula:

$$\text{Bid score} = 0.5 * \text{quality points}[0-100] + 0.3 * \text{methodology points}[0-100] + 0.2 * \text{price points}[0-100]$$

Price points [0-100]: the cheapest bid will get 100 points; the rest of the bids will get an inversely proportional number of points.

The contract will be awarded to one tenderer having obtained the highest scores.

## **12. CONTENT AND SUBMISSION OF BIDS**

Participation in tendering procedures is open on equal terms to all natural and legal persons.

Participation in this tendering procedure is open to consortia and partnership as described in Section 7 of the present Specifications.

The tender must include the following identification details to be provided at Annex III.

### For natural and legal persons:

- Name, address, telephone and fax numbers
- VAT registration number
- Bank account number and bank's name and address
- Certificate of enrolment on the professional or trade register in accordance with the legislation of the Member State in which the tenderer is established.

### For legal persons the following information is necessary in addition to the above:

- Legal form
- Copy of the company's articles of association
- Names and duties of managerial staff.

## **12.1. Documents available to tenderers:**

- Tender Specifications
- Other documents – Annexes :
  - I Draft Service Contract
  - II Tenderer Information Form
  - III Declaration relating to exclusion criteria
  - IV Table referencing and supporting documents supplied in connection with the selection criteria

- V Form (price schedule) that must be used to present the financial bid. A list of "Per diem" rates to cover accommodation expenses for travelling is provided together with the price schedule.
- VI Rules for daily subsistence allowance and additional information on reimbursable costs.
- VII Check-list for a complete bid

## 12.2. Submission of bids

Tenderers will structure their bid in four clearly identified and separate Chapters, comprising:

1. Declaration relating to the exclusion criteria listed at Section 8 (model provided at Annex III);
2. All the documents relating to the selection criteria listed at Section 9, accompanied by Annex IV (table referencing the supporting documents supplied in connection with the selection criteria), including CV's of experts, technical and professional expertise of the contractor, and the CV of the Project Director;
3. Technical tender: Concept note including methodology (max. 6 pages), as described at Section 10;
4. Price in EUR and comprehensive budget, including a breakdown of the cost based exactly on the model at Annex III and signed by the tenderer.

The bid must be accompanied by a **dated cover letter signed by the tenderer**, or by his duly authorised representative, declaring the tenderer's adhesion to the terms of this invitation to tender and pledging to provide all the services proposed in his bid.

In the case of a bid presented by a consortium or a partnership, the bid must be accompanied by a **letter signed by each member** pledging to provide all the services proposed in the bid and specifying the role and qualifications of each member.

The tenderer is obliged to keep open his tender for a minimum of 6 months.

## 13. DURATION OF THE CONTRACT

The duration of the contract is of 1 year starting from the date of the signature and may be renewed annually for maximum two years.



EUROPEAN COMMISSION  
DG  
Directorate  
**Unit**

**ANNEX 1 – DRAFT SERVICE CONTRACT**

**SERVICE CONTRACT**

CONTRACT NUMBER – [.....]

**Preparation of an Annual European Report on Development**

**in the framework of**

**Mobilizing European Research for Development Policies Initiative**

The European Community (hereinafter referred to as "the Community"), represented by the Commission of the European Communities (hereinafter referred to as "the Commission"), which is represented for the purposes of the signature of this contract by [*name in full, position, department*],

Together with:

Government of Finland [*name in full, position, department*]

Government of Luxembourg [*name in full, position, department*]

Government of Spain [*name in full, position, department*]

Government of Sweden [*name in full, position, department*]

Government of United Kingdom [*name in full, position, department*]

(hereinafter referred to as the "Member States")

of the one part,

and

[official name in full]

[*official legal form*]

[*statutory registration number*]<sup>5</sup>

[official address in full]

[*VAT registration number*]

(hereinafter referred to as "the Contractor"), [*represented for the purposes of the signature of this contract by* [name in full and function,]]

of the other part,

HAVE AGREED

the **Special Conditions** and the **General Conditions** below and the following Annexes:

**Annex I** – Tender Specifications (Invitation to Tender No [complete] of [complete])

**Annex II** – Contractor's Tender (No [complete] of [complete])

which form an integral part of this contract (hereinafter referred to as “the Contract”).

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<sup>5</sup> Delete if contractor is a body governed by public law. For natural persons, indicate the number of their identity card or, failing that, of their passport or equivalent.

The terms set out in the Special Conditions shall take precedence over those in the other parts of the Contract. The terms set out in the General Conditions shall take precedence over those in the Annexes. The terms set out in the Tender Specifications (Annex I) shall take precedence over those in the Tender (Annex II).

Subject to the above, the several instruments forming part of the Contract are to be taken as mutually explanatory. Ambiguities or discrepancies within or between such parts shall be explained or rectified by a written instruction issued by the Commission and the Member States, subject to the rights of the Contractor under Article I.7 should he dispute any such instruction.

## **I – SPECIAL CONDITIONS**

### **ARTICLE I.1 - SUBJECT**

- I.1.1.** The subject of the Contract is the conception of a high quality European Report on Development (ERD).
- I.1.2.** The Contractor shall execute the tasks assigned to him in accordance with the Tender Specifications annexed to the Contract (Annex I).

### **ARTICLE I.2 - DURATION**

- I.2.1.** The Contract shall enter into force on the date on which it is signed by the last contracting party.
- I.2.2.** Execution of the tasks may under no circumstances begin before the date on which the Contract enters into force.
- I.2.3.** The duration of the tasks shall not exceed 12 months. This period and all other periods specified in the Contract are calculated in calendar days. Execution of the tasks shall start from date of entry into force of the Contract. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.
- I.2.4.** The Contract may be renewed twice, each time for a period of execution of tasks of 12 months, only before payment of the balance and with the express written agreement of the parties, indicating the date on which execution of the tasks shall start. Renewal does not imply any modification or deferment of existing obligations

### **ARTICLE I.3 – CONTRACT PRICE**

- I.3.1.** The maximum total amount to be paid by the Commission and Member States under the Contract shall be EUR [amount in figures and in words] covering all tasks executed.
- I.3.2** The total amount referred to in the above paragraph shall be fixed and not subject to revision for the first year of performance of the Contract.

From the beginning of the second year of performance of the Contract, the amount may be revised upwards or downwards each year, where such revision is requested by one of the contracting parties by registered letter received by the other no later than three months before the anniversary of the date on which the Contract was signed.

This revision shall be determined by the trend in the harmonised consumer price index EICP published for the first time by the Office for Official Publications of

the European Communities in the Eurostat monthly bulletin at <http://www.ec.europa.eu/eurostat/>.

Revision shall be calculated in accordance with the following formula:

$$I_r = \frac{A_r}{A_o} \times I_o$$

where

$A_r$  = revised total amount;

$A_o$  = total amount in the original tender;

$I_o$  = index for the month [[in which the validity of the tender expires] [corresponding to the final date for submission of tenders]

$I_r$  = index for the month [[corresponding to the date of receipt of the letter requesting a revision of prices] [in which the revised prices take effect]]<sup>6</sup>].

**I.3.3.** In addition to the total amount specified in Article I.3.1, travel, subsistence and shipment expenses shall be reimbursed in accordance with Article II.7, as shall other expenses provided for by the Tender Specifications up to a maximum amount of EUR [amount in figures and in words]. The daily subsistence allowance referred to in Article II.7.4(d) shall be determined in accordance with the rules described at Annex VI of the Tender Specifications and at the rates published at:

[http://ec.europa.eu/europeaid/work/procedures/implementation/per\\_diems/index\\_en.htm](http://ec.europa.eu/europeaid/work/procedures/implementation/per_diems/index_en.htm)

#### **ARTICLE I.4 – PAYMENT PERIODS AND FORMALITIES**

Payments under the Contract shall be made in accordance with Article II.4. Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted.

The Commission will be responsible for the pre-financing payment and the balance payment for a total amount of € [complete amount in figures and in words]

Member States will be responsible for the interim payment according to their respective share in the project, which is as follows:

- Finland € [complete amount in figures and in words]
- Luxembourg € [complete amount in figures and in words]
- Spain € [complete amount in figures and in words]

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<sup>6</sup> This option is not recommended when payments have to be made in the first month, given the availability of the indexes.

- Sweden € [*complete amount in figures and in words*]
  - United Kingdom € [*complete amount in figures and in words*]
- [*The Commission might complement the interim payment whereas necessary*].

The Commission and each Member State shall be liable for the above-mentioned individual amounts only.

Each Contracting Authority (the Commission and each Member State) will be able to use the report only after it has honoured its own invoice, as laid down in the previous paragraph.

#### **I.4.1. Pre-financing:**

Following signature of the Contract by the last contracting party, within 30 days of the receipt by the Commission of a duly constituted financial guarantee equal to at least EUR [*complete*] a pre-financing payment of EUR [*complete amount in figures and in words*] equal to 30% of the total amount referred to in Article I.3[.1] shall be made.

#### **I.4.2 Interim payment:**

Requests for interim payment by the Contractor shall be admissible if accompanied by the draft European Report on Development in accordance with the instructions laid down in Annex I and provided the report has been approved and validated by the Steering Committee.

The request for interim payment shall also be accompanied by the relevant invoices addressed to each Member State individually according to their respective share in the project.

The Steering Committee shall have thirty days from receipt to approve or reject the report, and the Contractor shall have thirty days in which to submit additional information or a new report.

Within thirty days of the date on which the report is approved by the Steering Committee an interim payment corresponding to ... [*EUR complete amount in figures and in words*] [*as equal to 50% of the total amount referred to in Article I.3.1*] shall be made by the Member States according to their respective share in the project.

#### **I.4.3. Payment of the balance:**

The request for payment of the balance of the Contractor shall be admissible if accompanied by

- the final version of the ERD in accordance with the instructions laid down in Annex I and provided these reports are approved by the Steering Committee.

- statements of reimbursable expenses in accordance with Article II.7

The relevant invoices shall be addressed to the Commission.

The Steering Committee shall have thirty days from receipt to approve or reject the report, and the Contractor shall have thirty days in which to submit additional information or a new report.

Within 30 days of the date on which the report is approved by the Steering Committee, payment of the balance corresponding to *[the relevant invoices]* shall be made.

#### **I.4.4. Performance guarantee:**

A guarantee corresponding to 10% of the total value of the Contract shall be issued by a bank, an authorised financial institution or a third party in favour of the Commission. It shall be released two months after payment of the balance. It shall cover performance of the Contract in accordance with the terms set out in Annex I.

*[For Contractors established in Belgium, the provisions of the Contract constitute a request for VAT exemption No 450, provided the Contractor includes the following statement in his invoice(s): “Exonération de la TVA, article 42, paragraphe 3.3 du code de la TVA” or an equivalent statement in the Dutch or German language.]*

*[For Contractors established in Italy, the provisions of the Contract constitute a request for VAT exemption, provided the Contractor includes the following statement in his invoice(s): “Operazione non imponibile ai sensi dell’articolo 72, comma 3) paragrafo 3 del D.P.R. n. 633 del 26/10/1972 come modificato da ultimo dal D.L. n. 323 del 20/06/1996 convertito in Legge n. 425 dell’8/8/1996”.]*

### **ARTICLE I.5 – BANK ACCOUNT**

Payments shall be made to the Contractor’s bank account denominated in euro, identified<sup>7</sup> as follows:

Name of bank: [complete]

Address of branch in full: [complete]

Exact designation of account holder: [complete]

Full account number including codes: [complete]

*[IBAN<sup>8</sup> code: [complete]]*

### **ARTICLE I.6 – GENERAL ADMINISTRATIVE PROVISIONS**

Any communication relating to the Contract shall be made in writing and shall bear the Contract number. All communications, except for the invoices for the Member States

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<sup>7</sup> By a document issued or certified by the bank.

<sup>8</sup> BIC or SWIFT code for countries with no IBAN code.

interim payment, shall be sent only to the Commission and shall be deemed to have been received by the Commission on the date on which it is registered by the department responsible indicated below. Communications shall be sent to the following addresses:

Commission:

European Commission

Directorate-General Development and Relation with African, Caribbean and Pacific States

Directorate EU Development Policy –Horizontal issues

B-1049 Brussels

As for the interim payment to be made by each Member State, the invoices should be sent respectively to:

Government of Finland [complete address]

Government of Luxembourg [complete address]

Government of Spain [complete address]

Government of Sweden [complete address]

Government of UK [complete address]

Contractor:

Mr/Mrs/Ms [complete]

[Function]

[Company name]

[Official address in full]

**ARTICLE I.7– APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

- I.7.1.** The Contract shall be governed by Community law, complemented, where necessary, by the national substantive law of Belgium.
- I.7.2.** Any dispute between the parties resulting from the interpretation or application of the Contract which cannot be settled amicably shall be brought before the Court of Justice of the European Communities according to article 238 of the Treaty establishing the European Communities.

**ARTICLE I.8 – DATA PROTECTION**

Any personal data included in the Contract shall be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. It shall be processed solely for the purposes of the performance, management and follow-up of the Contract by the Data Protection Coordinator of Directorate General "Development and Relations with African, Caribbean and Pacific States" without prejudice to possible transmission to internal audit services, to the European Court of Auditors, to the Financial Irregularities Panel and/or to the European Anti-Fraud Office (OLAF) for the purposes of safeguarding the financial interests of the Community. The Contractor shall have the right of access to his personal data and the right to rectify any such data that is inaccurate or incomplete. Should the Contractor have any queries concerning the processing of his personal data, he shall address them to Data Protection Coordinator of Directorate General "Development and Relations with African, Caribbean and Pacific States". The Contractor shall have right of recourse at any time to the European Data Protection Supervisor.

#### **ARTICLE I.9 – TERMINATION BY EITHER CONTRACTING PARTY**

Either contracting party may, of its own volition and without being required to pay compensation, terminate the Contract by serving two month formal prior notice. Should the Commission and Member States terminate the Contract, the Contractor shall only be entitled to payment corresponding to part-performance of the Contract. On receipt of the letter terminating the Contract, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce his commitments. He shall draw up the documents required by the Special Conditions for the tasks executed up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

#### **ARTICLE I.10 – OTHER SPECIAL CONDITIONS**

- I.10.1.** If any Member State fails to pay timeously any part of its contribution to the Contractor in circumstances where the other Member States and the Commission have made payment of their share of any sum due to the Contractor, as agreed in the Steering Group, the other Member States and the Commission shall be entitled, but not bound, to settle the balance due to the Contractor.
- I.10.2.** The defaulting Member State shall forfeit its participation under the Service Contract and in the ERD initiative until it fulfils its contractual obligation.
- I.10.3.** Whenever the terms set out in the General Conditions make reference to "the Commission", it shall be referred to as "the Commission and the Member States", unless the contrary is justified by the nature of a specific provision.

## **II – GENERAL CONDITIONS**

### **ARTICLE II.1 – PERFORMANCE OF THE CONTRACT**

- II.1.1.** The Contractor shall perform the Contract to the highest professional standards. The Contractor shall have sole responsibility for complying with any legal obligations incumbent on him, notably those resulting from employment, tax and social legislation.
- II.1.2.** The Contractor shall have sole responsibility for taking the necessary steps to obtain any permit or licence required for performance of the Contract under the laws and regulations in force at the place where the tasks assigned to him are to be executed.
- II.1.3.** Without prejudice to Article II.3 any reference made to the Contractor's staff in the Contract shall relate exclusively to individuals involved in the performance of the Contract.
- II.1.4.** The Contractor must ensure that any staff performing the Contract have the professional qualifications and experience required for the execution of the tasks assigned to him.
- II.1.5.** The Contractor shall neither represent the Commission nor behave in any way that would give such an impression. The Contractor shall inform third parties that he does not belong to the European public service.
- II.1.6.** The Contractor shall have sole responsibility for the staff who execute the tasks assigned to him.

The Contractor shall make provision for the following employment or service relationships with his staff:

- staff executing the tasks assigned to the Contractor may not be given orders direct by the Commission;
  - the Commission may not under any circumstances be considered to be the staff's employer and the said staff shall undertake not to invoke in respect of the Commission any right arising from the contractual relationship between the Commission and the Contractor.
- II.1.7.** In the event of disruption resulting from the action of a member of the Contractor's staff working on Commission premises or in the event of the expertise of a member of the Contractor's staff failing to correspond to the profile required by the Contract, the Contractor shall replace him without delay. The Commission shall have the right to request the replacement of any such member of staff, stating its reasons for so doing. Replacement staff must have the necessary qualifications and be capable of performing the Contract under the same contractual conditions. The Contractor shall be responsible for any delay in the execution of the tasks assigned to him resulting from the replacement of staff in accordance with this Article.
- II.1.8.** Should any unforeseen event, action or omission directly or indirectly hamper execution of the tasks, either partially or totally, the Contractor shall immediately

and on his own initiative record it and report it to the Commission. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the Contractor to ensure full compliance with his obligations under the Contract. In such event the Contractor shall give priority to solving the problem rather than determining liability.

**II.1.9.** Should the Contractor fail to perform his obligations under the Contract in accordance with the provisions laid down therein, the Commission may - without prejudice to its right to terminate the Contract - reduce or recover payments in proportion to the scale of the failure. In addition, the Commission may impose penalties or liquidated damages provided for in Article II.16.

## **ARTICLE II.2 – LIABILITY**

**II.2.1.** The Commission shall not be liable for damage sustained by the Contractor in performance of the Contract except in the event of wilful misconduct or gross negligence on the part of the Commission.

**II.2.2.** The Contractor shall be liable for any loss or damage caused by himself in performance of the Contract, including in the event of subcontracting under Article II.13. The Commission shall not be liable for any act or default on the part of the Contractor in performance of the Contract.

**II.2.3.** The Contractor shall provide compensation in the event of any action, claim or proceeding brought against the Commission by a third party as a result of damage caused by the Contractor in performance of the Contract.

**II.2.4.** In the event of any action brought by a third party against the Commission in connection with performance of the Contract, the Contractor shall assist the Commission. Expenditure incurred by the Contractor to this end may be borne by the Commission.

**II.2.5.** The Contractor shall take out insurance against risks and damage relating to performance of the Contract if required by the relevant applicable legislation. He shall take out supplementary insurance as reasonably required by standard practice in the industry. A copy of all the relevant insurance contracts shall be sent to the Commission should it so request.

## **ARTICLE II.3 - CONFLICT OF INTERESTS**

**II.3.1.** The Contractor shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during performance of the Contract must be notified to the Commission in writing without delay. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve it.

The Commission reserves the right to verify that such measures are adequate and may require additional measures to be taken, if necessary, within a time limit which it shall set. The Contractor shall ensure that his staff, board and directors are not placed in a situation which could give rise to conflict of interests. Without prejudice to Article II.1 the Contractor shall replace, immediately and without compensation from the Commission, any member of his staff exposed to such a situation.

**II.3.2.** The Contractor shall abstain from any contact likely to compromise his independence.

**II.3.3.** The Contractor declares:

- that he has not made and will not make any offer of any type whatsoever from which an advantage can be derived under the Contract,
- that he has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to performance of the Contract.

**II.3.4.** The Contractor shall pass on all the relevant obligations in writing to his staff, board, and directors as well as to third parties involved in performance of the Contract. A copy of the instructions given and the undertakings made in this respect shall be sent to the Commission should it so request.

## **ARTICLE II.4 – PAYMENTS**

**II.4.1.** Pre-financing:

Where required by Article I.4.1, the Contractor shall provide a financial guarantee in the form of a bank guarantee or equivalent supplied by a bank or an authorised financial institution (guarantor) equal to the amount indicated in the same Article to cover pre-financing under the Contract. Such guarantee may be replaced by a joint and several guarantee by a third party.

The guarantor shall pay to the Commission at its request an amount corresponding to payments made by it to the Contractor which have not yet been covered by equivalent work on his part.

The guarantor shall stand as first-call guarantor and shall not require the Commission to have recourse against the principal debtor (the Contractor).

The guarantee shall specify that it enters into force at the latest on the date on which the Contractor receives the pre-financing. The Commission shall release the guarantor from its obligations as soon as the Contractor has demonstrated that any pre-financing has been covered by equivalent work. The guarantee shall be retained until the pre-financing has been deducted from interim payments or payment of the balance to the Contractor. It shall be released the following month. The cost of providing such guarantee shall be borne by the Contractor.

**II.4.2.** Interim payment:

At the end of each of the periods indicated in Annex I the Contractor shall submit to the Commission a formal request for payment accompanied by those of the following documents which are provided for in the Special Conditions:

- an interim technical report in accordance with the instructions laid down in Annex I;
- the relevant invoices indicating the reference number of the Contract to which they refer;
- statements of reimbursable expenses in accordance with Article II.7.

If the report is a condition for payment, on receipt the Commission shall have the period of time indicated in the Special Conditions in which:

- to approve it, with or without comments or reservations, or suspend such period and request additional information; or
- to reject it and request a new report.

If the Commission does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations or information enclosed.

Where the Commission requests a new report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Special Conditions. The new report shall likewise be subject to the above provisions.

#### **II.4.3. Payment of the balance:**

Within sixty days of completion of the tasks referred to in Annex I the Contractor shall submit to the Commission a formal request for payment accompanied by those of the following documents which are provided for in the Special Conditions:

- a final technical report in accordance with the instructions laid down in Annex I;
- the relevant invoices indicating the reference number of the Contract to which they refer;
- statements of reimbursable expenses in accordance with Article II.7.

If the report is a condition for payment, on receipt the Commission shall have the period of time indicated in the Special Conditions in which:

- to approve it, with or without comments or reservations, or suspend such period and request additional information; or
- to reject it and request a new report.

If the Commission does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations and information enclosed.

Where the Commission requests a new report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Special Conditions. The new report shall likewise be subject to the above provisions.

### **ARTICLE II.5 – GENERAL PROVISIONS CONCERNING PAYMENTS**

- II.5.1.** Payments shall be deemed to have been made on the date on which the Commission's account is debited.
- II.5.2.** The payment periods referred to in Article I.4 may be suspended by the Commission at any time if it informs the Contractor that his payment request is not admissible, either because the amount is not due or because the necessary supporting documents have not been properly produced. In case of doubt on the eligibility of the expenditure indicated in the payment request, the Commission may suspend the time limit for payment for the purpose of further verification, including an on-the-spot check, in order to ascertain, prior to payment, that the expenditure is eligible.

The Commission shall notify the Contractor accordingly and set out the reasons for the suspension by registered letter with acknowledgment of receipt or equivalent. Suspension shall take effect from the date of dispatch of the letter. The remainder of the period referred to in Article I.4 shall begin to run again once the suspension has been lifted.

- II.5.3.** In the event of late payment the Contractor shall be entitled to interest, provided the calculated interest exceeds EUR 200. In case interest does not exceed EUR 200, the Contractor may claim interest within two months of receiving the payment. Interest shall be calculated at the rate applied by the European Central Bank to its most recent main refinancing operations ("*the reference rate*") plus seven percentage points ("*the margin*"). The reference rate in force on the first day of the month in which the payment is due shall apply. Such interest rate is published in the C series of the Official Journal of the European Union. Interest shall be payable for the period elapsing from the calendar day following expiry of the time limit for payment up to the day of payment. Suspension of payment by the Commission may not be deemed to constitute late payment.

## **ARTICLE II.6 – RECOVERY**

- II.6.1.** If total payments made exceed the amount actually due under the Contract or if recovery is justified in accordance with the terms of the Contract, the Contractor shall reimburse the appropriate amount in euro on receipt of the debit note, in the manner and within the time limits set by the Commission.
- II.6.2.** In the event of failure to pay by the deadline specified in the request for reimbursement, the sum due shall bear interest at the rate indicated in Article II.5.3. Interest shall be payable from the calendar day following the due date up to the calendar day on which the debt is repaid in full.
- II.6.3.** The Commission may, after informing the Contractor, recover amounts established as certain, of a fixed amount and due by offsetting, in cases where the Contractor also has a claim on the Communities that is certain, of a fixed amount and due. The Commission may also claim against the guarantee, where provided for.

## **ARTICLE II.7 - REIMBURSEMENTS**

- II.7.1.** Where provided by the Special Conditions or by Annex I, the Commission shall reimburse the expenses which are directly connected with execution of the tasks

on production of original supporting documents, including receipts and used tickets.

**II.7.2.** Travel and subsistence expenses shall be reimbursed, where appropriate, on the basis of the shortest itinerary.

**II.7.3.** Travel expenses shall be reimbursed as follows:

- a) travel by air shall be reimbursed up to the maximum cost of an economy class ticket at the time of the reservation;
- b) travel by boat or rail shall be reimbursed up to the maximum cost of a first class ticket;
- c) travel by car shall be reimbursed at the rate of one first class rail ticket for the same journey and on the same day;
- d) travel outside Community territory shall be reimbursed under the general conditions stated above provided the Commission has given its prior written agreement.

**II.7.4.** Subsistence expenses shall be reimbursed on the basis of a daily allowance as follows:

- a) for journeys of less than 200 km (return trip) no subsistence allowance shall be payable;
- b) daily subsistence allowance shall be payable only on receipt of a supporting document proving that the person concerned was present at the place of destination;
- c) daily subsistence allowance shall take the form of a flat-rate payment to cover all subsistence expenses, including accommodation, meals, local transport, insurance and sundries;
- d) daily subsistence allowance, where applicable, shall be reimbursed at the rate specified in Article I.3.3.

**II.7.5.** The cost of shipment of equipment or unaccompanied luggage shall be reimbursed provided the Commission has given prior written authorisation.

## **ARTICLE II.8 – OWNERSHIP OF THE RESULTS - INTELLECTUAL AND INDUSTRIAL PROPERTY**

Any results or rights thereon, including copyright and other intellectual or industrial property rights, obtained in performance of the Contract, shall be owned solely by the Community, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where industrial or intellectual property rights exist prior to the Contract being entered into.

## **ARTICLE II.9 – CONFIDENTIALITY**

**II.9.1.** The Contractor undertakes to treat in the strictest confidence and not make use of or divulge to third parties any information or documents which are linked to

performance of the Contract. The Contractor shall continue to be bound by this undertaking after completion of the tasks.

**II.9.2.** The Contractor shall obtain from each member of his staff, board and directors an undertaking that they will respect the confidentiality of any information which is linked, directly or indirectly, to execution of the tasks and that they will not divulge to third parties or use for their own benefit or that of any third party any document or information not available publicly, even after completion of the tasks.

## **ARTICLE II.10 - USE, DISTRIBUTION AND PUBLICATION OF INFORMATION**

- II.10.1.** The Contractor shall authorise the Commission to process, use, distribute and publish, for whatever purpose, by whatever means and on whatever medium, any data contained in or relating to the Contract, in particular the identity of the Contractor, the subject matter, the duration, the amount paid and the reports. Where personal data is concerned, Article I.8 shall apply.
- II.10.2.** Unless otherwise provided by the Special Conditions, the Commission shall not be required to distribute or publish documents or information supplied in performance of the Contract. If it decides not to publish the documents or information supplied, the Contractor may not have them distributed or published elsewhere without prior written authorisation from the Commission.
- II.10.3.** Any distribution or publication of information relating to the Contract by the Contractor shall require prior written authorisation from the Commission and shall mention the amount paid by the Community. It shall state that the opinions expressed are those of the Contractor only and do not represent the Commission's official position.
- II.10.4.** The use of information obtained by the Contractor in the course of the Contract for purposes other than its performance shall be forbidden, unless the Commission has specifically given prior written authorisation to the contrary.

## **ARTICLE II. 11 – TAXATION**

- II.11.1.** The Contractor shall have sole responsibility for compliance with the tax laws which apply to him. Failure to comply shall make the relevant invoices invalid.
- II.11.2.** The Contractor recognises that the Commission is, as a rule, exempt from all taxes and duties, including value added tax (VAT), pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities.
- II.11.3.** The Contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that the goods and services required for performance of the Contract are exempt from taxes and duties, including VAT.
- II.11.4.** Invoices presented by the Contractor shall indicate his place of taxation for VAT purposes and shall specify separately the amounts not including VAT and the amounts including VAT.

## **ARTICLE II.12 – FORCE MAJEURE**

- II.12.1.** Force majeure shall mean any unforeseeable and exceptional situation or event beyond the control of the contracting parties which prevents either of them from performing any of their obligations under the Contract, was not due to error or negligence on their part or on the part of a subcontractor, and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making it available, labour disputes, strikes or financial problems

cannot be invoked as force majeure unless they stem directly from a relevant case of force majeure.

**II.12.2.** Without prejudice to the provisions of Article II.1.8, if either contracting party is faced with force majeure, it shall notify the other party without delay by registered letter with acknowledgment of receipt or equivalent, stating the nature, likely duration and foreseeable effects.

**II.12.3.** Neither contracting party shall be held in breach of its contractual obligations if it has been prevented from performing them by force majeure. Where the Contractor is unable to perform his contractual obligations owing to force majeure, he shall have the right to remuneration only for tasks actually executed.

**II.12.4.** The contracting parties shall take the necessary measures to reduce damage to a minimum.

### **ARTICLE II.13 – SUBCONTRACTING**

**II.13.1.** The Contractor shall not subcontract without prior written authorisation from the Commission nor cause the Contract to be performed in fact by third parties.

**II.13.2.** Even where the Commission authorises the Contractor to subcontract to third parties, he shall none the less remain bound by his obligations to the Commission under the Contract and shall bear exclusive liability for proper performance of the Contract.

**II.13.3.** The Contractor shall make sure that the subcontract does not affect rights and guarantees to which the Commission is entitled by virtue of the Contract, notably Article II.17.

### **ARTICLE II.14 – ASSIGNMENT**

**II.14.1.** The Contractor shall not assign the rights and obligations arising from the Contract, in whole or in part, without prior written authorisation from the Commission.

**II.14.2.** In the absence of the authorisation referred to in 1 above, or in the event of failure to observe the terms thereof, assignment by the Contractor shall not be enforceable against and shall have no effect on the Commission.

### **ARTICLE II.15 – TERMINATION BY THE COMMISSION**

**II.15.1.** The Commission may terminate the Contract in the following circumstances:

- (a) where the Contractor is being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) where the Contractor has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal

provisions of the country in which he is established or with those of the country applicable to the Contract or those of the country where the Contract is to be performed;

- (c) where the Commission has evidence or seriously suspects the Contractor or any related entity or person, of professional misconduct;
- (d) where the Commission has evidence or seriously suspects the Contractor or any related entity or person, of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- (e) where the Commission has evidence or seriously suspects the Contractor or any related entity or person, of substantial errors, irregularities or fraud in the award procedure or the performance of the Contract;
- (f) where the Contractor is in breach of his obligations under Article II.3;
- (g) where the Contractor was guilty of misrepresentation in supplying the information required by the Commission as a condition of participation in the Contract procedure or failed to supply this information;
- (h) where a change in the Contractor's legal, financial, technical or organisational situation could, in the Commission's opinion, have a significant effect on the performance of the Contract;
- (i) where execution of the tasks has not actually commenced within three months<sup>9</sup> of the date foreseen, and the new date proposed, if any, is considered unacceptable by the Commission;
- (j) where the Contractor is unable, through his own fault, to obtain any permit or licence required for performance of the Contract;
- (k) where the Contractor, after receiving formal notice in writing to comply, specifying the nature of the alleged failure, and after being given the opportunity to remedy the failure within a reasonable period following receipt of the formal notice, remains in serious breach of his contractual obligations.

**II.15.2.** In case of force majeure, notified in accordance with Article II.12, either contracting party may terminate the Contract, where performance thereof cannot be ensured for a period corresponding to at least to one fifth of the period laid down in Article I.2.3.

**II.15.3.** Prior to termination under point c), d), e), h) or k), the Contractor shall be given the opportunity to submit his observations.

Termination shall take effect on the date on which a registered letter with acknowledgment of receipt terminating the Contract is received by the Contractor, or on any other date indicated in the letter of termination.

**II.15.4.** Consequences of termination:

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<sup>9</sup> This period can be modified in the Special Conditions depending on the nature of the contract.

In the event of the Commission terminating the Contract in accordance with this Article and without prejudice to any other measures provided for in the Contract, the Contractor shall waive any claim for consequential damages, including any loss of anticipated profits for uncompleted work. On receipt of the letter terminating the Contract, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce his commitments. He shall draw up the documents required by the Special Conditions for the tasks executed up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

The Commission may claim compensation for any damage suffered and recover any sums paid to the Contractor under the Contract.

On termination the Commission may engage any other contractor to complete the services. The Commission shall be entitled to claim from the Contractor all extra costs incurred in making good and completing the services, without prejudice to any other rights or guarantees it has under the Contract.

#### **ARTICLE II.15a – SUBSTANTIAL ERRORS, IRREGULARITIES AND FRAUD ATTRIBUTABLE TO THE CONTRACTOR**

Where, after the award of the Contract, the award procedure or the performance of the Contract prove to have been subject to substantial errors, irregularities or fraud, and where such errors, irregularities or fraud are attributable to the Contractor, the Commission may refuse to make payments, may recover amounts already paid or may terminate all the contracts concluded with the Contractor, in proportion to the seriousness of the errors, irregularities or fraud.

#### **ARTICLE II.16 – LIQUIDATED DAMAGES**

Should the Contractor fail to perform his obligations under the Contract within the time limits set by the Contract, then, without prejudice to the Contractor's actual or potential liability incurred in relation to the Contract or to the Commission's right to terminate the Contract, the Commission may decide to impose liquidated damages of 0.2%<sup>10</sup> of the amount specified in Article I.3.1 per calendar day of delay. The Contractor may submit arguments against this decision within thirty days of notification by registered letter with acknowledgement of receipt or equivalent. In the absence of reaction on his part or of written withdrawal by the Commission within thirty days of the receipt of such arguments, the decision imposing the liquidated damages shall become enforceable. These liquidated damages shall not be imposed where there is provision for interest for late completion. The Commission and the Contractor expressly acknowledge and agree that any sums payable under this Article are in the nature of liquidated damages and not penalties, and represent a reasonable estimate of fair compensation for the losses that may be reasonably anticipated from such failure to perform obligations.

#### **ARTICLE II.17 – CHECKS AND AUDITS**

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<sup>10</sup> The daily rate for liquidated damages may be modified in the Special Conditions where the subject of the contract so justifies.

- II.17.1.** Pursuant to Article 142 of the Financial Regulation applicable to the general budget of the European Communities, the European Court of Auditors shall be empowered to audit the documents held by the natural or legal persons receiving payments from the budget of the European Communities from signature of the Contract up to five years after payment of the balance.
- II.17.2.** The Commission or an outside body of its choice shall have the same rights as the European Court of Auditors for the purpose of checks and audits limited to compliance with contractual obligations from signature of the Contract up to five years after payment of the balance.
- II.17.3.** In addition, the European Anti Fraud Office may carry out on-the-spot checks and inspections in accordance with Council Regulation (Euratom, EC) No 2185/96 and Parliament and Council Regulation (EC) No 1073/1999 from signature of the Contract up to five years after payment of the balance.

#### **ARTICLE II.18 – AMENDMENTS**

Any amendment to the Contract shall be the subject of a written agreement concluded by the contracting parties. An oral agreement shall not be binding on the contracting parties.

**ARTICLE II.19 – SUSPENSION OF THE CONTRACT**

Without prejudice to the Commission's right to terminate the Contract, the Commission may at any time and for any reason suspend execution of the tasks under the Contract or any part thereof. Suspension shall take effect on the day the Contractor receives notification by registered letter with acknowledgment of receipt or equivalent, or at a later date where the notification so provides. The Commission may at any time following suspension give notice to the Contractor to resume the work suspended. The Contractor shall not be entitled to claim compensation on account of suspension of the Contract or of part thereof.

**SIGNATURES**

For the Contractor,

[Company name/forename/surname/function]

signature[s]: \_\_\_\_\_

Done at [Brussels], [date]

For the Government of ...

[forename/surname/function]

For the Government of ...

[forename/surname/function]

signature[s]: \_\_\_\_\_

signature[s]: \_\_\_\_\_

Done at [Brussels], [date]

Done at [Brussels], [date]

For the Government of .....,

[forename/surname/function]

For the Government of .....,

[forename/surname/function]

signature[s]: \_\_\_\_\_

signature[s]: \_\_\_\_\_

Done at [Brussels], [date]

Done at [Brussels], [date]

For the Government of ...

For the Commission,

[/forename/surname/function]

[forename/surname/function]

signature[s]: \_\_\_\_\_

signature[s]: \_\_\_\_\_

Done at [Brussels], [date]

Done at [Brussels], [date]

In seven original copies in English.

ANNEX II – TENDERER INFORMATION FORM

**Preparation of an Annual European Report on Development (ERD)**  
**in the framework of**  
**Mobilizing European Research for Development Policies Initiative**

**Tender No. DEV/2008/T/010**

**TENDERER INFORMATION FORM**

***THE TABLES BELOW MUST BE COMPLETED AND ATTACHED TO THE TENDER***

**For natural and legal persons:**

		References of attached documents
1	Tenderer's name or company name	<i>Enter the tenderer's name or company name in this box</i>  <i>(only for this item)</i>
2	Tenderer's registered address and telephone and fax numbers	See document No ... on page ... of the tender
3	Usual administrative address (if different from registered address)	See document No ... on page ... of the tender

4	<p>Contact person for this call for tenders:</p> <p>Surname .....</p> <p>Forename .....</p> <p>Position (e.g. manager) .....</p> <p>Telephone number .....</p> <p>Fax number .....</p> <p>E-mail address .....</p> <p>Address .....</p> <p>.....</p> <p>.....</p> <p><i>(Part B of Annex III (Selection criteria) follows on next page)</i></p>	<p><i>Enter the contact person's details in this box</i></p> <p><i>(only for this item)</i></p>
5	<p><u>Identification of subcontractors</u></p> <p>Name or company name</p> <p>Address</p> <p>Telephone</p> <p>Fax:</p> <p>Legal form</p> <p>Registration number</p> <p>Tasks of subcontractor</p> <p>Part of contract to be subcontracted</p>	<p>See document No ... on page ... of the tender</p>
6	<p><u>For consortia:</u></p> <ul style="list-style-type: none"> <li>- name of company designated to represent the consortium, and of the other members</li> <li>- Details of the person designated to sign the contract and/or to act as correspondent with the Commission on behalf of the consortium</li> <li>- Bank details of the sole bank account to which payments to the consortium will be made.</li> </ul>	<p>See document No ... on page ... of the tender</p>

7	VAT registration number	See document No ... on page ... of the tender
8	Bank account number Bank name and address BIC/IBAN code	See document No ... on page ... of the tender
9	Certificate showing enrolment in the professional or commercial register as required by the legislation of the Member State in which the tenderer is established	See document No ... on page ... of the tender

**For legal persons the following information is necessary in addition to the above:**

		References of attached documents
10	Legal form Date of registration Country of registration	See document No ... on page ... of the tender
11	Copy of the company's memorandum and articles of association	See document No ... on page ... of the tender
12	Names and positions of managerial staff	See document No ... on page ... of the tender

ANNEX III – DECLARATION OF HONOUR

**Preparation of an Annual European Report on Development (ERD)**  
**in the framework of**  
**Mobilizing European Research for Development Policies Initiative**

**Tender No. DEV/2008/T/010**

**DECLARATION OF HONOUR**

The ..... undersigned<sup>11</sup>

Position:  
.....

certifies that he/she is authorised to represent<sup>12</sup>  
.....

and declares on his /her honour that the company or organisation represented by him/her:

1. with regard to the exclusion criteria for participation in the tendering procedure,
  - a) is not bankrupt or being wound up, is not having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
  - b) has not been convicted of an offence concerning professional conduct by a judgment which has the force of res judicata;
  - c) is not guilty of grave professional misconduct proven by any means which the contracting authority can justify;
  - d) has fulfilled its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established or those of the country of the contracting authority or those of the country where the contract is to be performed;
  - e) has not been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;

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<sup>11</sup> Forename and surname of the person authorised to represent the tenderer vis-à-vis third parties and acting on behalf of the tenderer.

<sup>12</sup> Name of company or organisation



ANNEX IV – DOCUMENTS FOR SELECTION CRITERIA

**Preparation of an Annual European Report on Development (ERD)**  
**in the framework of**  
**Mobilizing European Research for Development Policies Initiative**

**Tender No. DEV/2008/T/010**

**TABLES REFERENCING THE SUPPORTING DOCUMENTS SUPPLIED IN**  
**CONNECTION WITH THE SELECTION CRITERIA**

**THE TABLES BELOW MUST BE COMPLETED AND ATTACHED TO THE TENDER**

*(See section 9 of the Specifications)*

Unless otherwise indicated, in each table you must complete each box in the "Reference of attached documents" column, giving the number of the document and the page of the tender where it can be found.

All partners in a consortium or in a partnership must supply the information requested.

**a) Financial and economic capacity**

**For natural and legal persons:**

		References of attached documents
1	Proof of economic and financial capacity must be provided by the following documents:	
	- Balance sheets or extracts from balance sheets for at least the last two years for which accounts have been closed, where publication of the balance sheet is required under the company law of the country in which the economic operator is established.	See document No ... on page ... of the tender <i>(1 reference per year)</i>
	- A statement of overall turnover for the services covered by the contract during the three last financial years. The average turnover per year shall be at least € 5.5 million. For consortia and partnerships, the average turnover per year will be calculated as the sum of the turnover of each member of the consortium or partnership.	See document No ... on page ... of the tender <i>(1 reference per year)</i>

**b) Technical and professional expertise**

**For natural and legal persons:**

		References of attached documents
2	A detailed description of the services provided (contracts signed) in the past three years related to the areas and tasks covered by the contract, indicating the amount, date and recipient, together with documents issued by the recipients attesting the quality and reliability of the services performed.	See document No ... on page ... of the tender
	Where the recipient of the services was a contracting authority, a document issued or countersigned by the contracting authority, certifying that the services were performed reliably and to a high standard.	See document No ... on page ... of the tender
3	A detailed description of the resources available to ensure appropriate management of the contract (including backstopping mechanisms to the ERD team): infrastructure, equipment, personnel, etc.	See document No ... on page ... of the tender
4	A description of the tenderer's in-house capabilities or of the professional contacts at his disposal for performing the tasks described at point 3 of these Specifications.	See document No ... on page ... of the tender
5	The educational and professional qualifications of the key experts responsible for performing the tasks under the contract, who should have the required skills, to be evidenced by CV, biographies, testimonials/references, .	See document No ... on page ... of the tender
6	The educational and professional qualifications of the Project Director, who should have the required skills to be evidenced by CV, testimonials/references.	See document No ... on page ... of the tender
7	Where applicable, an indication of which parts of the contract are likely to be subcontracted and what quality control mechanisms will be in place to check the quality of the subcontractor's work.	See document No ... on page ... of the tender

	<p>Alternatively, a declaration showing that the service provider will have no recourse to the services of a subcontractor and that he undertakes to inform the Commission of any change in this position.</p>	<p>See document No ... on page ... of the tender</p>
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## ANNEX V – BUDGET BREAKDOWN

## ANNEX V

Tender No. DEV/2008/T/010

## 1st European Report on Development (ERD)

## Budget Breakdown

Item	Unit	Quantity	Unit price €	Total €
<b>I. FLAT COSTS</b>				
<b>I.1 ERD Team fees</b>				
Team leader				
Senior researchers -				
Editor				
<b>SUB TOTAL I.1</b>				
<b>I.2 Networking activities</b>				
Fees and direct costs				
<b>SUB TOTAL I.2</b>				
<b>I.3 Other costs</b>				
<b>SUB TOTAL I.3</b>				
<b>SUB TOTAL I.</b>				
<b>II. REIMBURSABLE COSTS</b>				
<b>II.1 Research studies and Papers</b>				
Fees				
<b>SUB TOTAL II.2</b>				
<b>II.2 Consultations and meetings (*)</b>				
<b>II.2.1 Research Workshops in Europe No. 1</b>				
Travels ERD Team and Project Director				
Per diem ERD Team and Project Director				
(**) Travels other participants				
(**) Per diem other participants				
(***) Fees and direct costs				
<b>SUB TOTAL II.2.1</b>				
<b>II.2.2 Research Workshops in Europe No. 2</b>				
Travels ERD Team and Project Director				
Per diem ERD Team and Project Director				
(**) Travels other participants				
(**) Per diem other participants				

(***)	Fees and direct costs				
	<b>SUB TOTAL II.2.2</b>				
<b>II.2.3</b>	<b>Seminar in Europe No. 1</b>				
	Travels ERD Team and Project Director				
	Per diem ERD Team and Project Director				
(**)	Travels other participants				
(**)	Per diem other participants				
(***)	Fees and direct costs				
	<b>SUB TOTAL II.2.3</b>				
<b>II.2.4</b>	<b>Seminar in Europe No. 2</b>				
	Travels ERD Team and Project Director				
	Per diem ERD Team and Project Director				
(**)	Travels other participants				
(**)	Per diem other participants				
(***)	Fees and direct costs				
	<b>SUB TOTAL II.2.4</b>				
<b>II.2.5</b>	<b>Regional Seminar in developing countries</b>				
	Travels ERD Team and Project Director				
	Per diem ERD Team and Project Director				
(**)	Travels other participants				
(**)	Per diem other participants				
(***)	Fees and direct costs				
	<b>SUB TOTAL II.2.5</b>				
<b>II.2.6</b>	<b>Other meetings</b>				
	Travels ERD Team and Project Director				
	Per diem ERD Team and Project Director				
(**)	Travels other participants				
(**)	Per diem other participants				
(***)	Fees and direct costs				
	<b>SUB TOTAL II.2.6</b>				
	<b>SUB TOTAL II</b>				
	<b>GRAND TOTAL</b>				

(\*) Estimated costs for travel and subsistence allowances (per diem) should be calculated according to Annex VI of the tender Specifications.

(\*\*) If applicable (e.g.: speakers, participants from developing countries)

(\*\*\*) Including logistical costs for the organisation of the event (e.g.: conference room, interpretation whereas required, invitations, meals, etc)



ANNEX VI – RULES FOR DAILY SUBSISTENCE ALLOWANCE AND ADDITIONAL INFORMATION ON REIMBURSABLE COSTS

**Preparation of an Annual European Report on Development (ERD)**  
**in the framework of**  
**Mobilizing European Research for Development Policies Initiative**

**Tender No. DEV/2008/T/010**

**Rules for daily subsistence allowance and additional information on reimbursable costs**

- The contractor is required to **keep copies of supporting documents** for seven years.
- To be eligible, the amounts presented by the contractor for reimbursement must be **invoiced to the contractor** (consortium lead firm or any of the members) and not to a third firm or an expert contracted for the assignment. This does not apply for the flight tickets when the price is indicated on the ticket stub.
- The reference month for **the exchange rate** to be used is the one corresponding to the date when the invoice is established (in the name of one of the consortium members) by the service provider/supplier.

**Daily subsistence allowance (Per diems)**

The per diems applicable are those published on the EuropeAid site at the address:

[http://ec.europa.eu/europeaid/work/procedures/implementation/per\\_diems/index\\_en.htm](http://ec.europa.eu/europeaid/work/procedures/implementation/per_diems/index_en.htm)

Per diems cover accommodation, meals and transport costs at the place of assignment and petty expenses.

Any expert is entitled to per diems if the assignment is performed away from his place of residence. For an expert not entitled to per diem (e.g. when he is resident, where there is no overnight), the food, the transport cost within the place of mission as well as all miscellaneous expenses are considered as covered by the fee or covered directly by the contractor who may not invoice them as a distinct item. If the assignment requires him to remain on the spot for one or more weekends, the expert is entitled to per diems for the days of the weekend.

Per diems included in the financial offer are per diems due to the contracted experts.

The project manager may cover subsistence expenses (hotel + meals + pocket money) without reference to the amount of the published per diem. He can decide on the amount of pocket money taking into account, for example, meals offered, hotels paid via the contractor, and so on. The expenses resulting from a "no show" (i.e. the participant does not use the hotel reserved for him) are not borne by the contractor. The project director should also inform participants of the consequences of their absence. The same applies by analogy if a participant fails to use the means of transport or other facilities provided for.

The per diems are payable **per night**, excluding nights spent in an aircraft. If the trip requires a stop-over that includes a night, the per diem of the country where the expert incurred accommodation expenses provided they are not borne by the airline.

ANNEX VII – CHECK LIST

**Preparation of an Annual European Report on Development (ERD)**  
**in the framework of**  
**Mobilizing European Research for Development Policies Initiative**

**Tender No. DEV/2008/T/010**

**Check-list for a complete bid**

1. **Tenderer Information Form**  
**Annex II to the Specifications to be completed**
  
2. **Declaration relating to the exclusion criteria**  
(point 8, Exclusion criteria)  
**Annex III to the Specifications to be completed.**  
  
**For consortia or partnerships/subcontractors:**  
**Declaration relating to the exclusion criteria, in respect of each economic operator participating in the bid.**  
(point 8, Exclusion criteria)  
**Annex III to the Specifications to be completed.**
  
3. **All documents relating to the selection criteria**  
(point 9.1, Selection – Financial and economic capacity)  
(point 9.2 Selection – Technical and professional expertise)  
**Annex IV to the Specifications to be completed.**  
  
**For consortia or a group of service providers/subcontractors:**  
(point 9.1, Selection – Financial and economic capacity)  
(point 9.2 Selection – Technical and professional expertise)  
**Annex IV to the Specifications to be completed.**
  
4. **The technical tender:**  
(point 10, Technical tender: Concept note)
  
5. **The price schedule**  
(point 4, Price)  
**Annex V to the Specifications to be completed.**
  
6. **A dated cover letter signed by the tenderer or by his duly authorised representative, declaring the tenderer's adhesion to the terms of this invitation to tender**  
(point 12.2, Submission of bids)  
  
**For consortia or a group of service providers/subcontractors:**  
**A letter signed by each member pledging to provide all the services proposed in the bid and specifying the role and qualifications of that member.**  
(point 12.2, Submission of bids)