

FRAMEWORK CONTRACT BENEFICIARIES 2009
EUROPEAID/127054/C/SER/MULTI

Lot <nr and title >

European Community, represented by the European Commission,
B-1049 Brussels, Belgium, on behalf of and for the account of the beneficiary countries
("the Contracting Authority"),

of the one part,

and

<Full official Name of the Framework contractor>
<Official registration number>
<Full official address>
<VAT number>¹,
("the Framework contractor")

of the other part,

have agreed as follows:

SPECIAL CONDITIONS

(1) Subject

The subject of this Framework Contract lot < nr > with identification number **EuropeAid//127054/C/SER/multi** is the recruitment of short-term expertise in the sector < title > for external aid projects in the exclusive interest of third countries benefiting from European Commission External aid.

(2) Structure of the contract

The Framework Contractor will carry out the services on the terms and conditions set out in this contract, which comprises, in order of precedence, these special conditions ("Special Conditions") and the following annexes:

Annex I: General conditions

Annex II: Global terms of reference

Annex III: Organisation and methodology

Annex IV: CVs of Management team

¹ Except where the contracting party is not VAT registered.

Annex V: Global financial offer

Annex VI: Financial identification form

Annex VII: Legal entity form

In case of any contradiction between the above documents, their provisions shall be applied according to the above order of precedence.

The individual assignments will be implemented on the ground of Specific Contracts. The Specific contracts include the Specific terms of reference and the offer.

(3) Contract value

The Framework Contract has no contractual amount or maximum budget. The Specific Contracts, established in euro, may be concluded as either **fee-based contracts** or **global price contracts** based in both cases on the fees defined in Annex V. [The contractual amount is fixed for each individual assignment at the level of the specific contract and this amount including any addendum must remain below the maximum fixed by the Commission's internal rules for the use of Framework Contracts implementing external actions \(Part Two, Title IV of the Financial Regulation\). The revised prices annexed apply to the offers replying to the Requests for Services launched as from the 16 of September 2011.](#)

(4) Commencement date

The commencement date of the Framework Contract shall be 16th of September 2009. The commencement date of each individual assignment shall be determined by the corresponding Specific contract.

(5) Period of implementation

[The Framework Contract shall end on the 15th of September 2013. The Specific contracts shall be signed by the Contracting authority before the Framework Contract to which they refer expires. The Framework Contract shall continue to apply to such Specific contracts after its expiry. The schedule and the time awarded for the implementation of each individual assignment will be specified in each Specific contract.](#)

(6) Reporting

The Consultant shall submit technical reports regarding the Framework Contract as specified in the Global terms of reference. The Specific terms of reference will indicate the reporting obligations concerning the individual assignments.

(7) Payments and bank account

7.1 Payments will be made in euro in accordance with Article 28 of the General Conditions into the bank account notified by the Framework Contractor to the Contracting Authority in accordance with Article 20.7 of the General Conditions.

7.2 The payments in relation to individual assignments will be made according to the following schedule, subject to the provisions of Articles 28 of the General Conditions:

a) Pre-financing payment up to 60 % of the total contracted amount.

b) Interim payment: no interim payment is foreseen. However, if requested by the Framework Contractor, an interim payment may be foreseen in the rider to a Specific contract if at least one of the conditions below is fulfilled:

1. if there is an increase of at least an amount equal to the initial contractual amount.
2. if there is an extension of at least 6 months.

The requirements for payment will be fixed on ad hoc basis by the Contracting Authority of each Specific Contract.

c) Balance payment

Option 1: Fee-based Specific Contract

The actual amount payable after the pre-financing payment (and Interim payment when relevant) must be based on the Framework Contractor's invoice accompanied by original supporting documents and invoices, setting out the days actually worked for each category of expert. The invoices shall be paid, subject to the approval of the corresponding report(s). The payment of the balance, if any, will be the difference between the total amount already paid and the final value of the contract.

Option 2: Global price Specific Contract:

The actual amount payable after the pre-financing payment (and Interim payment when relevant) must be based on the Framework Contractor's Final invoice following approval of the final report by the Contracting Authority in accordance with article 27 of the General Conditions. The final amount to be paid, subject to the approval of the corresponding report(s), will be the difference between the total amount already paid and the value of the Specific Contract.

(8) Contact addresses

Any written communication relating to this Framework Contract between the Contracting Authority and the Framework Contractor must state the Contract title (EuropeAid//127054/C/SER/multi - Lot <nr>) and identification number if relevant (Nr of the Specific contract), and must be sent by post, fax, e-mail or by hand to the addresses identified in accordance with Article 20.7 of the General Conditions.

For the Specific Contracts, the identification of the relevant Contracting Authority will be mentioned within this Specific Contract.

(9) Law and language of the contract

9.1 The Community law is the law which applies to the contract, complemented, where necessary, by the law of Belgium.

9.2 The language of the Framework Contract and of all written communications

between the Framework Contractor and the Contracting Authority is English. However the working and reporting language as well as the communications with the Contracting Authority of each individual assignment may be additionally in French, Spanish or Portuguese as specified within the relevant Terms of Reference of each Specific Contract.

(10) Tax and customs arrangements

[This article is deleted]

(11) Dispute settlement

Any disputes arising out of or relating to this contract which cannot be settled amicably shall be referred to the exclusive jurisdiction of the courts of Brussels, Belgium.

(12) Other specific conditions applying to the contract

12.1 The Framework Contractor must take the necessary measures to ensure the visibility of the EU financing or co-financing. Such measures must be in accordance with the applicable rules on the visibility of external action laid down and published by the Commission. These rules are set out in the Communication and Visibility Manual for External Actions available from the EuropeAid website at http://ec.europa.eu/europeaid/work/visibility/index_en.htm

12.2 The final approval of reports and documents foreseen under article 27 of the General Conditions will be made by the Contracting Authority following an evaluation of the services rendered which is sent to the Framework Contractor for comments. The Framework Contractor undertakes to communicate to the experts the part of the evaluation which concerns their performance within the indicated deadline that could be extended to two weeks upon written justified request.

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

For the Framework Contractor

Name:

Function and
name of the
firm:

Signature:

Date:

For the Contracting Authority

Name: Koos Richelle

Function: Director General

Signature:

Date: