

GLOBAL TERMS OF REFERENCE

FWC BENEf 2009 – EUROPEAID /127054/C/SER/MULTI

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1 BACKGROUND INFORMATION

1.1 General information

The beneficiaries of the short-term technical assistance available via this Framework Contract (FWC) are exclusively third countries benefiting from the Commission's External aid programmes. The FWC has no overall contractual amount or maximum budget. Each individual assignment will fix its implementation duration, not exceeding two years, as well as the contractual amount which 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). These maxima include the possible addenda. The various assignments will be financed from the different budget lines for external aid (the European Communities general budget) and the European Development Fund (EDF).

1.2 Contracting Authority

The Contracting Authority for the FWC is the European Commission on behalf of beneficiaries of EC external actions. The Contracting Authority for each individual assignment carried out within the context of the FWC may be the European Commission acting on behalf of those receiving external aid or it may be decentralised authorities which are responsible for managing the funding programmes.

2 CONTRACT OBJECTIVES

The objective of the FWC is to provide, via individual assignments defined and contracted through Specific Contracts, short-term technical assistance which can be mobilised at very short notice (normally within about 3 weeks). The quality of this technical assistance must be guaranteed by the selected Framework Contractors disposing of the appropriate internal or external technical skills. The technical assistance will be provided for the exclusive benefit of those receiving the external aid.

Technical assistance may be required at any stage of the project cycle (except programmes financial audits) and may cover any sector(s) within a given technical field. Those sectors are further detailed in the annex attached to the present Global Terms of Reference. However the description in the annex is not to be considered as exhaustive and users may call on any additional expertise falling within the lot. For more complex assignments, teams may be complemented by expertise normally not falling within the lot, provided this complementary expertise is minor compared to the core expertise.

The Specific Terms of Reference, part of each Specific Contract, shall describe the objectives of each individual assignment.

3 SCOPE OF THE WORK

3.1 Technical content

The Annex 1 indicates the technical sectors covered by the lot. An assignment may cover any of the common sectors listed under section A and/or any of the technical sectors of section B. The list of sectors is not exhaustive. The core expertise required from the experts must correspond to the selected lot.

3.2 Assignment implementation

The Contracting authority of the individual assignment will identify a Project Manager. His/her role is to oversee the implementation of the assignment and to liaise with the Framework Contractor's Project Manager.

Ensuring the quality of the assignment is one of the key responsibilities of the Framework Contractor. He is fully responsible for the quality of the reports or/and other outputs required.

The Framework contractor is also responsible for all administration in relation to the assignment. The Framework Contractor is also responsible for all administrative aspects such as establishing a contract with the experts, insurance coverage etc.

Furthermore, he must brief the expert(s) selected regarding all administrative, contractual and technical aspects relevant to the individual assignment.

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

The Framework contractor has the obligation to respond to each Request sent to him. If he is not in a position to make an offer, a substantiated justification must be provided as rapidly as possible and by the deadline for submission of the offer at the latest.

The Framework Contractor is responsible for the timely payment of the experts, in line with the contractual terms (the Framework Contractor's Methodology). He will notably ensure that per diems are transferred rapidly to the experts. The Commission may ask to the Framework contractor a copy of the template of contract that he usually signs with the external experts performing FWC assignments. Framework contractor should make clear to the experts that the Contracting Authority is in no way liable for their payment.

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

The experts will be equipped with individual laptop computers as appropriate.

The Framework contractor must also transfer funds necessary to support the activities under the contract and to ensure that his employees and experts are paid regularly and in a timely fashion, in particular in line with provisions of its Methodology. He also must ensure that his staff is covered by appropriate insurance.

4 GEOGRAPHICAL COVERAGE

The Framework Contractor will be supported by the largest possible world-wide network of associated partners specialised in consultancy in the sectors listed in Annex 1. These partners (sub-contractors) will be able to provide local expertise, logistic support during the missions as well as the supervision in terms of the quality of experts identified on local markets.

5 TIMING

Framework contract: the FWC is expected to have an initial duration of maximum 2 years which can be extended up to a further 2 years. Requests for services can be launched as from the commencement date as defined the Special conditions up to the expiry date of the FWC.

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

6 REQUIREMENTS

6.1 Consortium and its leader

The Leader of a consortium is the sole interlocutor for all contractual and financial aspects of the FWC and the individual assignments and is the only formal contact point between the Framework Contractor and the Contracting Authority.

He shall inform the Contracting authority of any change concerning the consortium members. The consortium leading firm must ensure that all the members are aware of and respect the contractual provisions (including the contractual methodology) as well any of Contracting authority communication related to the implementation of the FWC.

Any change in the composition of the consortium is subject to the prior authorisation of the Contracting authority since each member is a party to the FWC.

Arrangements offering each consortium partner a fixed percentage of the work to be undertaken under the contract should be avoided.

Sub-contracting (calling on any other legal entity than the Consortium members) of any aspect of the management and / or administration of the FWC is not authorised.

6.2 Staff

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

6.2.1 The Management Team

The composition of the management team is determined by the Framework Contractor in the methodology and any change must be approved by the Contracting authority. He should however take into account that several assignments can run in parallel.

The Project Director has the overall responsibility for the running of the FWC and the formal contacts with the Commission. His contact details will be made available to the users of the FWC on EuropeAid website and he (or his representative) is deemed to react within a working day to any communication made by the Contracting authority or the Project managers. He signs-off all the outputs required for the specific assignments (such as studies/reports) and for the reports for the FWC implementation. **It is not authorised to propose and contract the Project director as an expert for a specific assignment.**

The management team will have at least the following tasks which may not be sub-contracted:

1. responsibility for the day-to-day management of each individual assignment
2. monitoring of the services rendered and of the performance of the experts for the assignments
3. technical backstopping
4. quality control of the specific contracts outputs
5. participation in briefing/debriefing when required for an assignment (as per Specific Terms of Reference).

The management team must have the following skills and experience:

1. each member must have a University-degree education or alternatively a professional experience of minimum 15 years;
2. each member must have at least 10 years of professional experience related to the lot and the function he is assigned to by the framework contractor's methodology.

Additionally, for the Project Director at least 5 years of experience in a senior management position;

3. each member must have working knowledge of English or French for each member and for the Project Director, English and French.
4. at least one member of the team will have experience in development issues or development cooperation.

The cost of the contract management, of the backstopping mechanism, of the quality control, is considered as an overhead and integrated in the experts' fee rates. Participation of a member of the management team in the assignment however is not part of the experts' fees and is to be budgeted separately in the offer when required for a given assignment.

6.2.2 The Support Team

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

- 1) provide the experts with all the necessary logistical support both before and during the assignment to allow the experts to concentrate on their primary responsibilities,
- 2) support the management team in dealing with the administrative work such as handling the requests and the specific contract,
- 3) support to the management team in the follow up of the assignment with the users.

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

Support services inclusive secretarial services both in the Framework Contractor's Headquarters and/or expert's home office **and** for experts in the field mission are considered to be included within the fee rates of the experts. No costs of this nature may be charged in addition.

6.2.3 Experts

The following categories of experts can be required for the implementation of the FWC assignments: senior, junior and administrative support (the latter only for grants-related activities as per annex 1, section A, sector d).

For senior and junior experts, the Specific Terms of References will complement the following requirements:

Qualifications and skills

- education at least Masters Degree Academic level,
- or equivalent professional experience for which the Specific Terms of Reference will define the number of years which must be above the general professional experience duration fixed below.

Both will be defined in the Specific Terms of Reference.

General professional experience

Senior: at least 10 years experience in the sector(s) directly or indirectly related to the lot.

Junior: at least 3 years experience in the sector(s) directly or indirectly related to the lot.

Specific professional experience

The technical skills required as well as the number of years of the specific experience, when appropriate, shall be specified in the Specific Terms of Reference.

Language skills

The language skills required for each assignment will be specified in the Specific Terms of Reference. Local language required by the Specific Terms of Reference can be replaced (and indicated clearly) in the offer by calling on interpreter/translator unless otherwise specified in the Specific Terms of Reference. [For the purpose of the offers' financial evaluation, this service cost will be added to the total fees.](#)

For the administrative expert, the Specific Terms of Reference will define the profile and type of requirements.

In case of doubt, the Project manager may require evidence of the above skills.

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

The Specific Terms of Reference may indicate either the profile/skills per expert or the expertise required, in which case the Framework Contractor is responsible for proposing a team covering all the expertise required. The category(ies) of experts and related input per category (number of man/days) must be specified in both cases. Unless indicated otherwise in the Specific Terms of Reference, the Framework Contractor will identify the expert who will be the Team Leader for the given assignment.

The Specific Terms of Reference must define all the experts or expertise required to carry out the assignment. All experts requested must be proposed by the Framework Contractor, evaluated and contracted (identified in the Breakdown of prices). The Specific contract and/or Terms of Reference may not foresee 'key' and 'non-key' experts.

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

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

Having selected an offer partly on the basis of the CVs of the experts proposed, the assignment is expected to be executed by these experts. As the expected date of mobilisation is given in the relevant Request and as each expert has signed a Statement of exclusivity and availability for the given assignment, he/she is obliged to remain available to start the assignment as foreseen and all through the assignment execution. The statement of exclusivity and availability to be used is the latest form published in the FWC pages of EuropeAid website. The Framework Contractor also has to take appropriate measure to ensure the availability of the expert all throughout the assignment.

Only for calls for proposals evaluations requiring more than 20 experts, and unless otherwise specified in the Specific Terms of Reference, a maximum of 20% of experts can be the same in two offers. This maximum is 35% when at least 50 experts are required.

6.3 Facilities to be provided by the Framework Contractor

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

Reports and other documents required in the Specific Terms of Reference will be made available in a maximum of 10 copies (the precise number will be stated in the Specific

Terms of Reference). Reports may be required in a computerized format (electronic version, on CD-ROM etc.) at no extra charge.

No office, secretarial, communication or transport facilities are due to be provided by the EC Headquarters, EC Delegations or the beneficiary.

No equipment may be purchased in the context of this FWC nor in the context of individual assignments.

Exceptionally, the Specific Terms of Reference may foresee the purchase of documents (reports, maps, statistical information etc.), consumables (e.g. chemicals for environmental tests) or other items strictly necessary for the experts to perform their mission and achieve their mission objectives. No IT or similar equipment may be purchased to equip training facilities even when the objective of the mission is the training. Prior to any purchase, the Framework Contractor must check whether the necessary items are not already available free of charge from the beneficiary, the EC Delegation etc. Hiring of (equipped) training facilities, meeting rooms for debriefing sessions (for workshops, seminars) etc. is authorised provided that these costs remain marginal and are foreseen in the Specific Terms of Reference.

7 REPORTING

7.1 For the FWC

A yearly report will be provided to the Commission within one month following each year of operations. This report will indicate inter alia both positive and well functioning aspects of the FWC as well as problems and obstacles met. It will propose recommendations aiming to improve the administrative and/or operational aspects of the FWC and/or individual assignments. The core part of the report will not exceed 15 pages. The report will also contain annexes which will provide information on a number of administrative issues such as the number of requests received, the number to which the Framework Contractor has replied, the number of Specific Contracts received, the amounts contracted and paid etc. A template of this report is annexed (annex 8). Any change to this template will be communicated in due time to the Framework contractors. A Final report summarizing the aspects above among others will be required at the end of the FWC. It must be delivered within one month following the end of the contract and an update of the table annexed must be provided within one month after the operational end of the last assignment carried out under the present FWC.

It is anticipated that the Commission services may organise a meeting inviting all Framework Contractors to report on and analyse the functioning of the FWC on a yearly basis. The participation of Framework Contractors will be encouraged; however their related travel and accommodation costs will not be reimbursed by the European Commission.

7.2 For each Specific Contract

The reporting requirements (number of copies - maximum 10 paper copies -, format, language(s), periodicity etc.) for each Specific assignment will be detailed in the Specific Terms of Reference for the individual assignments.

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

The timing indicated in the Specific Terms of Reference must allow the Framework contractor to ensure the quality control of the required outputs. In particular, The Specific Terms of Reference should not require the draft report to be submitted before the departure of the expert(s) from the field mission preventing the FWC'r to ensure a sound quality control.

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

8 CONDITIONS OF IMPLEMENTATION

This is a multiple FWC with on-going competition. It is concluded on the same terms with (a minimum of) 4 service providers.

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

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

8.1 Request to submit an offer

The Contracting authority for the Specific contract will decide on the number of Framework Contractors to be invited to submit an offer. Minimum 4 Framework Contractors up to all Framework contractors of the lot will receive a request to submit an offer via e-mail (fax may be used in exceptional cases only, or as a confirmation of the documents already sent by e-mail). The e-mail will contain a request (Annex 2) and the related Specific Terms of Reference.

The Specific Contracts may be either global price contracts or fee-based contracts, based in both cases on a detailed offer. This will be decided by the Project Manager and will be specified in the request.

The Specific Terms of Reference will include at least the items of annex 3 and specify also the expertise or the experts' profile, the specific technical skills required, the number of man-days per category, the timing for draft and final reports submission as well as for comments by the contracting authority and/or the beneficiary(ies) etc. They must identify as such the **minimum** requirements for the experts/expertise as well as the **additional** requirements. In case an expert does not meet the minimum requirements, the entire offer should be rejected.

When justified, a short methodology may be requested.

The Framework Contractors contacted must send by email the next working day an acknowledgement of receipt of the Request and their confirmation of intention to submit offer without prejudging of the effective possibility to find the appropriate experts.

Unless an agreement between the European Commission and the Beneficiary Country partially or fully exonerates local taxes levied by the Beneficiary Country, such local taxes upon reimbursable expenditure incurred under the Specific Contract and approved by the Contracting Authority shall be reimbursed in full.

8.2 Offer

The Framework contractor is responsible for

- a. selecting the experts in line with the requirements described in the Specific Terms of Reference,
- b. checking the accuracy of information contained in the experts' CVs and
- c. preparing the financial offer in line with the financial conditions (in particular respecting the market prices of reimbursable items and the maxima of the fees fixed at the level of the FWC),

- d. drafting a short assignment Methodology when required (5 pages maximum unless stated otherwise in the Specific Terms of Reference),
- e. taking appropriate steps to ensure that the experts proposed respect their availability.

In the case of a Consortium, the responsibility for checking the quality and accuracy of the offer lies with the Leader of the Consortium.

Submission period

The Framework Contractor will dispose of a minimum of 14 calendar days (counted from the date of dispatch of the Request) to prepare and dispatch (by e-mail) his offer.

The request may allow for a longer period of submission of offers, in particular to take into account factors such as the complexity of the assignment or the period of the year (holidays period e.g.) etc. In exceptional cases, the request may give a shorter period of submission of offers. If at least one Framework contractor notifies on the first working day following the date of dispatch of the Request its refusal to make an offer within less than 14 days, the Request will be cancelled or re-launched (with a minimum of 14 days to make an offer), as appropriate.

Clarifications

Any of the Framework contractors consulted can ask by e-mail for clarifications during the submission period. The Project manager will answer as rapidly as possible by sending the question/request for clarification and the answer to all other Framework contractors consulted simultaneously. He has to fix a new deadline for submission of offers if a substantial change is introduced by the clarification or has an impact on the preparation of the offers, notably on the identification of experts.

Content and validity of the offer

The Framework Contractor will submit:

1. the CV's of all the experts proposed,
2. their statement of exclusivity and availability,
3. the Breakdown of prices
4. a methodology, if required in the Specific Terms of Reference. Unless stated otherwise in the Specific Terms of Reference, the methodology, if required, should not exceed 5 pages.
5. the data for contacting the experts during the offer validity period in case of interview.
6. the data about possible sub-contractors and their nationality which must meet the eligibility criteria of the legal basis funding the assignment. The eligible nationalities can be checked with the Project manager.

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

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

The template of the statement can only be used for the FWC procedure. The statement is required only for the experts proposed in the offer and the Framework contractor may not have it signed before deciding to retain him.

The project manager has to acknowledge the reception of the offers. The offer is valid 14 calendar days after the final date of submission. The project manager can ask for an extension.

8.3 Evaluation

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

- the deadline for the submission of offers has been respected
- the offer complies with the eligibility rules
- the fee rates do not exceed the contractual maxima
- when a maximum budget is fixed, it is not exceeded
- when the experts meet the **minimum** requirements set by the specific Terms of reference.

The Contracting authority chooses the offer with the best value for money using an 80/20 weighing between technical quality and price. Technical quality is evaluated on the basis of the methodology, the availability of the experts and their CV taking into consideration both the minimum and additional requirements. The Contracting authority for each assignment may define more detailed weights in the Specific Terms of reference. For the evaluation of the price, only the total fees will be taken into consideration.

Each offer will be given :

- a maximum of 100 points for its technical quality ; its score will be calculated reporting its points to the highest points given;
- and
- a financial score reporting the lowest total fee to its total fee.

The offer which obtains the highest weighted score (80% for the technical score and 20% for the financial score) will be awarded the Specific contract.

Interviews can be conducted if announced in the Specific Terms of Reference which will fix the indicative dates of interview and the position for which the interview is foreseen. They should be conducted for the experts envisaged of all the admissible offers by phone or equivalent provided it generates no cost for the Framework contractors or the experts. The evaluators may decide to adjust the technical scores on the basis of the outcome of the interviews.

The Contracting Authority will have up to 14 calendar days to evaluate (including interviews) and notify the results to Framework Contractors which submitted an offer. After this period, the Framework Contractor is not any longer bound by his offer and may disband the team proposed.

8.4 The Specific Contract

The Specific Contract will be drawn up in accordance with the standard format (draft shown in the annex). It will come into force when notified by fax on the day of its signature by the Contracting Authority. The financial offer (breakdown of prices) and CV of experts proposed together with the Specific Terms of Reference and the Methodology (if relevant), form an integral part of the Specific Contract. The expenses are eligible for funding only when exposed by the Framework Contractor as from the day of receiving by fax the signed Specific contract.

Availability of experts

Having selected the Framework contractor mainly on the basis of the evaluation of the experts presented in the offer, the Contracting Authority expects the contract to be executed by these specific experts. After the deadline for submission of offers, a replacement of an expert may be proposed in the following cases: unexpected delays in the commencement date beyond the control of the Consultant, or exceptionally because of the incapacity of an expert for health reasons or due to force majeure or other circumstances which may justify a replacement and which would not have any effect on the selection of the tender with best value for money. The desire of a tenderer to use an

expert on another project or a change of mind on the part of an expert about the contract will not be accepted as a reason for substitution of any of the key experts.

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

Sub-contracting

Individual assignments can be partly or entirely sub-contracted provided prior approval by the Contracting authority. When the offer clearly indicates the sub-contracting, the CA gives its authorisation by signing the Specific contract. The Framework contractor remains the sole party which is contractually liable. Experts working for the individual assignments who are not employees of the Framework contractor are not considered as sub-contractors.

Invoicing

Once the report or other required outputs are accepted, the Framework Contractor will invoice the Contracting Authority identified in the Specific Contract. The Leader is responsible for the invoicing, its accuracy and the delivery of the supporting documents when required.

The fee rate and per diem amount to be used are those in force on the date of the signature of the Request for services. No price revision applies to the Specific Contracts.

All items proposed by the Framework Contractor and accepted by the Contracting authority must be specified in the financial offer. The latter cannot contain any contingency for undefined items.

When the outputs as requested in the Specific Terms of Reference are not delivered or are not considered acceptable by the Contracting Authority (which has justified its position), the Contracting Authority may link the percentage of the total payment directly to the delivery and/or quality of the outputs.

Fees

The experts' inputs are expressed in working days (man-days). A started day of travel is considered as a working day. The input of any expert in a given assignment may not exceed 260 working days. The total duration of a Specific Contract may not exceed 24 months (730 calendar days). These limits include all addenda.

Per diem

The per diems may not exceed the per diem rate published on the EuropeAid website: http://ec.europa.eu/europeaid/work/procedures/implementation/per_diems/index_en.htm.

The Framework Contractor may offer lower amounts, notably for longer term missions when alternatives to the stay in a hotel exist. The per diem are paid per night when an overnight away of expert's place of residence is justified (nights spent in the plane do not give right to a per diem for that night). The items covered by the per diem are indicated on the EuropeAid web site. They notably cover accommodation, subsistence and intra-city travels, regardless of the means of transport used by the expert.

The per diem is considered as an amount to be fully paid to the expert to allow him to perform his assignment in the appropriate conditions. Per diem is not to be considered as a direct financial benefit for the Framework Contractor.

Transport

Experts are expected to join and leave the place of the mission immediately before and immediately after the mission respectively, taking into account the most economically

advantageous transport possibilities. Any air travel must be by economy class, train travel may be by 1st class, car travel will be reimbursed on the basis of 1st class rail travel for equivalent journey. A Business class flight, used on the Framework contractor's initiative without ex-ante approval of the Contracting authority will be reimbursed on the basis of the cheapest economy class at the moment of the purchase of the Business class fare of which the evidence will be provided by the Framework contractor.

International and Inter-city travel costs will be considered as reimbursable costs. For a fee-based contract, all reimbursable costs will be reimbursed on submission of the original supporting documents such as boarding passes, invoices, receipts (for taxi e.g.) or equivalent.

For fee-based specific contracts

The unit prices foreseen under the breakdown for Reimbursable are indicative only. They are to be considered as a provision and a change to the individual (unit) value incurred does not require a written ex-ante approval by the Contracting Authority, provided that the total amount of the Reimbursable is not affected. The reimbursement will be made on the basis of the real costs, as justified by the appropriate supporting documents. Appropriate procedure must be followed for modifications of the quantity of the items such as number of flights, workshops etc. or introduction of a new item.

8.5 Conflict of Interest

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

- 1) the Framework contractor cannot make an offer for the FWC if the execution of the assignment foreseen is incompatible with contracts executed by them or by any member of the consortium.
- 2) the Framework contractor cannot participate in an invitation to tender or contract which directly result of the assignment carried out under the FWC.

Framework contractors who have been consulted are responsible to check and notify the Project Manager if performing the assignment under the FWC will cause a conflict of interest. This is particularly important if the assignment to be carried out under the FWC is an evaluation of a programme even partially designed or implemented by the Framework Contractor. Conditions of the conflict of interest must be fulfilled at the time of the request: Framework contractors cannot prevail themselves of an intention to participate in future actions conflicting with the proposed assignment for not making an offer.

If a Framework contractor receives a Specific Contract, he and all the members of his consortium as well as the experts shall be excluded automatically from any participation in the calls for tenders and contracts which could directly arise from the assignment and from the Specific Contract concerned.

8.6 Assignment evaluation

For each assignment, the corresponding Contracting authority will evaluate the performance of the Framework Contractor. It will use the form attached in annex 9 to this end. The evaluations of the performance of all assignments contracted under the Framework contract will be recorded in a Commission internal database.

The performance evaluation will be sent to the Framework Contractor after the final approval of the outputs. The Framework contractor will be invited to provide comments

within a period fixed in the notification of the evaluation but not less than 7 days. Following these comments, if the Contracting Authority maintains its version, it notifies the FWC'r of its decision and records its assessment together with the comments received from the FWC'r in the FWC performance database.

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

8.7 Sub-standard performance

Should it appear that a Framework Contractor is repetitively either unable (or not willing/interested) to make offer or its offers are technically below expected standards or its performance is frequently sub-standard, this will be considered as a breach of its obligations under the FWC and the Contracting Authority may either suspend this Framework Contractor for a given period from receiving any Requests or, ultimately, terminate the FWC in line with the provisions of the General Conditions.

9 ANNEXES

The templates shown in the annexes are indicative only and they may be modified without notice by the FWC Contracting Authority in the course of implementation of the FWC.