

**FRAMEWORK CONTRACT**  
**EuropeAid//119860/C/SV/multi**

**Lot <N><sup>o</sup> : <Titel of lot>**

**EUROPEAN COMMUNITY EXTERNAL AID**

The European Commission, B-1049 Brussels, Belgium, on behalf of beneficiary countries (hereinafter referred to as the "Contracting Authority"), which is represented for the purposes of the signature by Mr Koos Richelle, Director General of the EuropeAid Co-operation Office

of the one part

and

the consortium led by <leader> and whose members jointly and severally liable to the Commission for the execution of this contract are listed below:

hereinafter referred to as the "Framework Contractor"

of the other part

have agreed as follows:

**Special Conditions**

**Article 1 - Subject**

The subject of this Framework contract Lot <N<sup>o</sup>> with identification number **EuropeAid//119860/C/SV/multi** is the recruitment of short-term expertise in the sector <Titel> for external aid projects in exclusive benefit of third countries receiving external aid.

**Article 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 with annexes
- Annex III: Organisation and methodology
- Annex IV: CVs of Management team
- Annex V: Global Financial offer
- Annex VI: Financial identification form

## Special conditions

### 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.

#### **Article 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 brackets defined in Annex V. The contractual amount is fixed at the level of each individual assignment and this amount including any addendum to the initial assignment must remain below 200,000 euros <sup>1</sup>.

#### **Article 4 - Commencement date**

The commencement date of the Framework Contract shall be 16 September 2005. The commencement date of each individual assignment shall be determined by the corresponding Specific Contract.

#### **Article 5 - Period of implementation**

The Framework Contract implementation shall not exceed a period of 2 years from the date foreseen in article 4 and can be extended for maximum 2 years.

The schedule and the time awarded for the implementation of each individual assignment will be specified in each Specific Contract

#### **Article 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.

#### **Article 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 to 29 of the General Conditions:

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

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<sup>1</sup> Except for specific cases where the Practical Guide to contract procedures financed from the General Budget of the European Communities in the context of external actions is not of application. The amount allowed for each Specific contract will then reflect these cases

## Special conditions

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.

## **Article 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//119860/C/SV/multi Lot N° X) and identification number if relevant (N° 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.

## **Article 9 - Law and language of the contract**

9.1 The law of Belgium shall govern all matters not covered by the contract.

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 assignment may be additionally French, Spanish or Portuguese as specified within the relevant Terms of Reference of each Specific Contract.

## Special conditions

### Article 10 - Tax and customs arrangements

The Specific Contracts will contain provisions fixing pertaining arrangements for duties and taxes (including VAT) applicable within the EU as well as in the third country/ies.

### Article 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.

### Article 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 EU guidelines on visibility available from the EuropeAid website at [http://europa.eu.int/comm/europeaid/visibility/index\\_en.htm](http://europa.eu.int/comm/europeaid/visibility/index_en.htm)

12.2 Sub-contracting is authorized at the level of the Specific Contract for the implementation of the assignment. Signature of the Specific Contract by the relevant Contracting Authority is considered as authorisation to sub-contract in order to hire the proposed experts.

12.3 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:

Signature:

Date:

#### For the Contracting Authority

Name:

Function:

Signature:

Date:

Koos Richelle

Director General