

Contrat Cadre en faveur des pays bénéficiaires

Compte rendu

Briefing des contractants-cadre sauf lot 3
6 septembre et 5 décembre 2005

Participants le 6 septembre 2005:

- Pour la Commission : Agnès Champion, Martin Pav, Gwenola Bouflet, N. de Craecker, Elisabeth Huelmbauer, Raul Gonzalez (EuropeAid F3) et Carola Muller (EuropeAid D3)
- Les représentants des contractants-cadre des lots 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 13

Participants le 5 décembre 2005:

- Pour la Commission : Agnès Champion, Martin Pav, Gwenola Bouflet, (EuropeAid F3), José Secades (EuropeAid C4) et David Domes (EuropeAid E2)
- Les représentants des contractants-cadre du lot 12

Présentation générale

Le contrat-cadre « bénéficiaires » représente 68 contrats dans 13 domaines/lots. Il prend effet le 16 septembre 2005 sauf pour les lots 3 et 12 (entrée en vigueur début décembre 2005 pour le lot 12).

1. Contenu

- Le descriptif du contenu de chaque lot comprend 2 parties :

A/ l'expertise commune à tous les secteurs / lots

B/ l'expertise technique propre à chaque lot

- Survol rapide des lots
 - Lot 1: Rural development and Food Security
Remark: difference Safety= quality / security= insurance
 - Lot 2: Transport and Infrastructure: concerns the engineering part, not the decision part
 - Lot 3: Telecommunications and Information Technologies (*to be re-launched*)
 - Lot 4: Energy and Nuclear Safety: All the aspects must be covered in the 2nd stage
 - Lot 5: Conferences (*NEW*)
 - Lot 6: Environment
 - Lot 7: Culture, Governance and Home Affairs
 - Lot 8: Health
 - Lot 9: Education, Employment and Social
 - Lot 10: Support to Industry / Commerce / Services
 - Lot 11: Macro economy, Public Finance and Regulatory Aspects
 - Lot 12: Standards (*NEW*)
 - Lot 13: Humanitarian Aid, Crisis Management & Post-Crisis Assistance

The Task manager decides which lot (only one) must be used for a specific assignment.

- The users
 - DG: AIDCO, ECHO, RELEX, ELARG, TRADE and others who are in charge of external aid actions.
 - Deconcentrated Delegations.
 - Decentralised authorities: PHARE, Cards and possibility in the future to extend to other programmes.
- Key differences with the FWC AMS/451 (main modifications)

- concerning the request

1. The Task managers decide in the Request whether the Specific contract will be of “Fee based” or of “Global price”-type (except lot 5 which is always fee-based). For the Global price type of Specific contract, after its signature, the price to be paid can not decrease or increase whatever are the inputs unless the Task manager had requested an additional tasks during the mission. In that case, the modification of inputs must be formalised via an addendum. No supporting documents need to be provided for a global price-contract whereas the fee-based contract needs supporting documents such as the time sheets, invoices for reimbursable items etc.
2. Existence of Global Terms of Reference which form part of the Framework Contract.
3. Many interpretations from the FWC AMS/451 specified via “Important message” were integrated into the Global ToRs.
4. Working day = man-day: misunderstanding concerning the duration of the execution of the mission; the Framework contractors are invited to clarify that with the task manager and remind him the art. 5.1 of the ToRs.

- concerning the offer

1. The required input for experts is given in working days and the maximum input for any expert is 260 working days.
2. Per diem will be paid for each night spend outside the expert residence area (not for a night in a plane).
3. No academic degree is required for cat III and any academic degree may be replaced by a professional experience to be specified in the ToRs.
4. The Management Team is part of the Global Framework Contract. A change is only to be done through an amendment to the Global Framework Contract. No member of the Management Team can be an expert of a specific assignment. If he has to go on mission (due to problems e.g.) no fees for the manager can be invoiced.
5. An addendum to the specific contract is needed to change an expert not selected at the initial stage.

- concerning Specific contract

1. Prefinancing can be asked up to 60% of the amount of the contract. Not the contracting authority but the framework contractor may decide to ask for less.
2. A bank guarantee is required as from 150 000 €for advance payment.
3. Interim payment can be envisaged in the case of an addendum and provided that there is an increase of at least an amount equal to the initial contractual amount or there is an extension of at least 6 months.

4. Evaluation of performance: the performance of the framework contractor, experts (inclusive the aspect of experts' availability') will be subject to a report from the Task manager to be approved by the Contracting authority. A draft will be sent to the Framework contractor for comments. This information will be made available to all the users within the Commission through our informatics system.

5. There have been minor changes in the contractual documents of the contract:
-“Confidentiality” has been removed from the Statement of exclusivity and availability. The latter has to be filled in by each expert to avoid inter alia that experts charge the same day (and per diem) to different projects.

6. Both request and specific contract will confirm that VAT in reimbursable costs is not refundable unless otherwise provided in the ToR's.

Questions / comments

- Clarification concerning Local experts

The ToRs may not require an expert defined as local expert (defined as an expert with permanent residence in the concerned country).

- Clarification concerning the calendar days / working days. The basis of 22 working days per month may be used. Travel days are considered as working day, even during a week-end.

- Objectifs du contrat-cadre:

- Rapidité ; fournir de l'assistance technique court terme avec un délai de soumission court de 14 jours.
- Qualité ; la consultation de 3 contractants a pour but de permettre de sélectionner la meilleure expertise disponible pour répondre à nos besoins. Le nouvel outil de reporting sur la performance des contractants et des experts doit permettre de faire un suivi de la qualité des services rendus et pourra conduire à prendre des mesures telle que la suspension du recours à un contractant-cadre en cas de mauvaise exécution contractuelle répétée et dans les cas extrêmes, la résiliation du contrat.
- Transparence ; des statistiques ont été faites pour le contrat-cadre AMS/451 et doivent être mises à jour ; de même pour le contrat-cadre Bénéficiaires, des statistiques seront établis sur base de rapports d'activités des contractants.

- Responsabilité:

Le contrat-cadre est un instrument mis à disposition des gestionnaires des programmes d'aide extérieure qui sont seuls responsables du respect de la procédure contrat-cadre et de ses règles. Les interlocuteurs des contractants sont les Autorités contractantes qui signent les demandes et les contrats spécifiques. L'équipe « Contrat cadre » à AIDCO F3 ne peut se substituer à l'Autorité contractante à laquelle elle peut juste rappeler les règles. Elle ne voit pas toutes les demandes, ne suit pas toutes les missions.

A users' guide will be published but it is not a priority as the following documents explain the conditions of implementation of the FWC: the General conditions of the FWC, the Global ToR's and the “Important message”. They are all available on Internet.

In case of a serious problem which cannot be solved with the Task manager, the FWC team may be contacted but you are requested to always put the responsible task manager in copy.

Regarding national experts, their use as experts is governed by Financing agreements. The Delegations should be consulted but as a principle, they may not be paid by the programme and by the local government.

Written questions raised before the meeting (numbered)

The answers have been organized to follow the procedure:

- I Request
- II Offer
- III Evaluation
- IV Specific contract
- V Payment
- VI Post evaluation
- VII Divers

I. REQUEST

1. Relaunch: if a "Request" is relaunched, is it relaunched with the same consortia or with different consortia?

-in case of modifications of the ToR's or/and request, the request is re-sent to all which have been originally consulted.

-in case of unsuccessful offers (if no offer is acceptable), the request is relaunched with 3 other FWC'rs. If there is less than 6 FWC'rs in the lot, another tender procedure will be chosen (negotiated competitive procedure). Also, in some cases another lot may be used.

2. Choice of the consulted FWC'rs: What is the procedure / process for selecting the 3 consulted Framework-Contractors?

The informatics system (CRIS) chooses automatically the 3 less consulted framework contractors of a lot so that each framework contractor within a lot is consulted in a balanced way.

3. Local experts in ToR's: It happened in the past that some requests asked for team composed of local experts only, without international ones. Is it legal?

The nationality or place of residence may not be considered as a criterion. This is not legal and can not be indicated in the request as it is discriminatory.

Further questions / comments from the participants:

Question: What are the cases where the budget can be above 200.000 €?

Answer: It corresponds to operations which are not subject to the practical guide such as some operations run by DG ENLARG

Question: What could be the basis for suspending a FWC'r ?

Answer: A FWC'r can be suspended in case of repeated lack of offers without any valid reason such as conflict of interest. In case you do not answer to a request, you must in any case inform the Task Manager and give reasons.

Question: Is there a system for controlling the ToR's which are not always well drafted?
Answer: No, there is no ex-ante control except by the Contracting authority. The Task Manager has to include in his ToR's all the elements contained in the model of ToR's published on Internet.

II. OFFER

1. Absence of offer: what is the meaning of "FWC'r must not refuse to submit Offers" in practice? And what are the consequences?

Only in exceptional circumstances it can be accepted that the FWC'r does not submit an offer. The Commission can exclude a FWC'r from the consultations during a certain period on the ground that he has not submitted offers without acceptable justification.

2. Deadline for offers: Is there any possibility / right for the FWC'r to request an extension of the deadline for submission of offers?

A FWC'r can ask the Task Manager for an extension of the submission period but he has to specify the grounds of his request. The decision of the extension remains in the hands of the Task Manager who has to notify the extension to the 3 consulted FWC'rs if he agrees.

On the opposite, the TM can ask for a reduced submission period for special cases such as relaunch to the same 3 FWC'rs or emergency. The decision to reduce must be accepted by the 3 FWC'rs. This agreement is usually tacit: without reaction from one of the consulted FWC'r, the reduced delay is deemed accepted.

3. Offer's validity period: What is the offers validity period? Is there a deadline for sending the specific contract? What is the maximum time between contractor selection and Implementation start?

The validity period of the offer is 14 calendar days since the results of the evaluation should be given within this period (pt. 8.1.3 of the global ToR's). There is neither a deadline for sending the specific contract nor a given period between the notification of the selection and the starting date of the execution of the assignment. However the TM is requested to allow an appropriate period of mobilisation of experts.

4. Conflict of interest: What would be considered by the Commission as a conflict of interest?

Conflicts of interest are examined on a case by case basis. It concerns all the members of the consortium as well as the experts carrying out the assignment. FWC'rs are responsible to inform the TM of any potential conflict of interest arising from an assignment for which he is requested to make an offer.

5. Statement of availability and exclusivity: Our offers should be accompanied by the Statement of exclusivity and availability of the experts. Should we understand that a scanned statement is acceptable?

The Statements of exclusivity and availability of the experts can be sent by fax or scanned when the offer is made but the originals must be sent together with the counter-signed Specific

contract. The Statements must be given with the offer: it is obligatory (but its absence by the deadline of submission of offers is not a ground for exclusion).

6. Management team: our proposed management team includes a number of part-time members, at the consortium and the member company levels, in addition to the Project Director. Could you clarify whether such part-time management team members may be proposed also as Experts in their fields under forthcoming Specific Assignments to be undertaken by the same consortium?

Members of the management team can not be proposed as experts for assignments, regardless they are part time or full time. They may however intervene in a "fire fighting" role, also *in situ*, to solve a problem or to replace an expert in emergency circumstances. The list of the Management teams' members will be made available to the users on the FWC BENEf Internet site.

Further questions / comments from the participants:

Methodology: When a methodology can be required? Once given is it binding?

The specific ToRs may require a methodology not exceeding 5 pages. TM should require it when justified by the complexity or nature of the assignment. The methodology is part of the offer and hence of the specific contract. It is binding. In case of discrepancies with the specific ToRs the TM and the FWC'r must clarify them during the briefing for which a written report can act the final position of the Commission.

Allocated inputs: Que peut faire le contractant cadre si le nombre de jours proposés dans les TDR est insuffisant ?

Le contractant cadre peut attirer l'attention du TM sur l'inadéquation du nombre de jours d'expertise demandés et demander des clarifications.

Per diem

a) In case an international trip requires a stop over with a night in a third country, is a per diem for that country eligible?

Yes, it is.

b) What about the rule saying that when an expert stays more than 8 hours in a plane he can travel with the business class?

This rule is unknown in the Practical Guide for EuropeAid contracts. It may come from another DG who probably applies the Mission guide for Commission staff but the latter does not apply for the CC BENEf.

Car use : how to calculate the travel costs when the expert travels by a private car ?

The international transport to the place of mission and back is considered to start at the closest station/airport to the expert's residence and to end at the airport of destination.

The travel (by any means) from his residence to the closest station/airport and from the destination airport to the town are deemed covered by the per diem. If the expert uses his

personal car, the cost is reimbursed on the basis of the train 1st class (if none, of another public transport).

If the expert has to travel from the airport city to his final place of mission (eg. from Casablanca to Rabat) this is to be covered under “local travel” and must be foreseen in the ToRs. **Attention, this rule is up-dated. Please, refer to the FWC Guide, art. 6.4.3.**

Types de contrat : quel est le pourcentage de demandes attendues du type « Global price » ? Pour quelle mission est-il utilisé ?

Il est surtout utilisé pour les Etudes. Il n’y a pas de pourcentage connu, le choix ainsi que ce type de contrat est une nouveauté pour le contrat-cadre BENEFC car pour l’AMS/451, les contrats spécifiques étaient toujours à prix unitaires

Changements dans le budget : concernant les contrats à prix unitaires, pour tous changement à l’intérieur des remboursables, le contractant-cadre est autorisé à faire des changements de poste à poste qui n’affectent pas le total des remboursables ni les quantités (voir point 3.4 des TDR). Cependant ce changement doit être notifié par écrit au project manager car les services financiers font le lien entre l’offre et la facture. Les changements entre les remboursables et les honoraires, ou à l’intérieur des honoraires, peuvent être autorisés par le project manager dans la limite de 15% (voir article 20.2).

Question : Doit-on renvoyer signé le Contrat spécifique reçu par fax ?

Réponse : Seul le Contrat spécifique original doit être renvoyé, pas la version faxée.

III. EVALUATION

1. Unsuccessful evaluations: What does “unsuccessful Request for Services” means? When is a Request for Services cancelled and re-sent (e.g. if 1, or 2, or 3 FWC’rs do not submit within the deadline)?

A request is unsuccessful when no offer can be selected after evaluation. The TM can relaunch the request with 3 other FWC’rs.

Further questions / comments from the participants:

Single offer: If less than 3 offers are received, can the evaluation take place ?

Yes, when only 1 or 2 offers are submitted, the evaluation must take place.

Motifs du rejet : Est-il possible que le TM donne, lors des résultats, les raisons pour lesquelles une offre n’est pas retenue?

Le contractant-cadre peut demander ponctuellement au TM les raisons du rejet de son offre, mais le TM ne peut être requis de fournir systématiquement des explications à ce sujet car la procédure contrat-cadre ne peut être alourdie par des obligations similaires à celles des appels d’offres.

Modalités de l'évaluation : Dans quelle proportion se fait la sélection entre le critère financier et le critère technique ?

Il n'y a pas de pourcentage. Les deux critères comptent, priorité allant à la conformité des CV avec la Demande.

Delay for the results: It happens that the results are communicated after 14 days.

The task manager has to communicate the evaluation results to the concerned contractors within 14 calendar days following the deadline for offers submission. As from the 15th day, the teams proposed may be disbanded and the offer is not any more binding for the framework contractor.

Délai de signature du contrat: la Commission a-t-elle un délai pour la signature de la lettre de marché?

Non mais à l'approche de la date de mobilisation des experts, il faut contacter le project manager.

Règle d'éligibilité: Comment est définie la nationalité acceptable ?

La compagnie doit, concernant le choix de la nationalité, se référer à la première page de la demande. Attention aussi à ne pas faire de discrimination sur la nationalité. De nouvelles nationalités seront bientôt éligibles et ceci sera prochainement annoncé via internet.

IV. SPECIFIC CONTRACT

1. Specific contract: What are the official parts of a Specific contract ?

The contractual documents at the level of the assignment are: the specific contract, the Specific ToRs, the offer together, (the methodology) and CV of experts with their declaration of exclusivity and availability.

Further questions / comments from the participants:

Pièces justificatives : Qui signe les Time sheet ?

C'est souvent le Team Leader, parfois le Task manager mais il n'y a pas de règle précise. C'est une question à clarifier au départ avec le Task manager.

V. PAYMENT

1. Advance payment: could you clarify the procedures and amounts requested for the financial guarantees for Specific Contracts? How long must the guarantees remain valid?

FWC'rs can ask up to 60% maximum of the contract amount for advance payment (except for lot 5 up to 80%). A financial guarantee is requested as from 150.000 € this amount can not be reached for an advance payment except under lot 5 and some DG ELARG projects.

Pour mémoire: selon le modèle de garantie bancaire, il ne doit pas figurer de date d'expiration dans la garantie. Tous les membres du consortium peuvent émettre la garantie.

2. Fees

2.1 Invoicing for fees is in working days and not in calendar days: if an expert is to be on-site first thing on a Monday morning and must leave on a Sunday, can the day of travel be invoiced?

The days of travels (even if during week-ends) are considered as working days and can be invoiced.

2.2 Fees are calculated in calendar days. Thus, 1 man-month is 30 calendar days and weekends are paid, both in third countries and in Europe?

Fees are NOT calculated in calendar days ! Fees must be calculated in working days. Week-ends are not paid but it can happen that an expert is requested to work on week-end on an exceptional basis justified by the needs of the assignment, and these worked days can be invoiced.

2.3 This Framework Contract will shift to working days instead of calendar days. Can we take into account the week-end spent in the country if the experts have worked, for example for desk research or for preparing progress or draft final reports (timesheets being signed by the Beneficiary)?

Yes. The Task manager may not however oblige the expert to work over the week ends. Request showing the same number of working days and days of total duration contain a conceptual error. The point should be raised with the Task manager.

2.4 Will the travel days be accounted as working days? **See above.**

2.5 The previous framework contract AMS/451 worked on a calendar day basis which was always very clear. The new FWC is adopting a working day system. This is a big change and has numerous ramifications. The immediate questions that emerge are:

In many countries it is Saturdays and Sundays that are not official working days. Does this mean that in these countries experts are not expected or required to work on Saturdays and Sundays?

Yes, experts are not expected to work on the week-ends as defined in the country of the mission unless the experts ask for it and the TM accepts (normally in the benefit of the assignment).

2.6 Some missions have very tight deadlines. Where this is the case can the Contracting Authority issue a request stipulating that Saturdays and Sundays will be working days? **Yes, see above.**

2.7 Can a framework contractor request that Saturdays and Sundays be worked in order to assist achieve the required deadlines? **Yes.**

2.8 We understand that international travel days will count as working days. Will local travel days also count as working days (eg day spent travelling from Rabat to Tangiers in Morocco)?

Yes, as they are in the benefit of the project.

3. Per diem: Can we claim for per diem for the week-ends?

Per diem are due for each night spend out of the place of residence for the assignment. They are due also for the week-ends even if the week-ends are not working days. The applicable rate is the rate published at the day of the request. The expert is expected to leave immediately when his mission ends. When economically more advantageous, he may however stay over the week-end to fulfil the “Sunday rule” necessary to get the APEX ticket to minimise the flight cost.

4. Reimbursable: The offer proposes budgets (for international transport, local transport etc) at the time of the proposal. The problem is that air ticket prices vary now considerably depending upon the time of ordering (if it is 2 months, 2 weeks or 1 day before departure, rates vary considerably). On the other hand it is sometimes difficult to plan local expenses such as local transport, translation or interpretation costs.

In some cases, Delegations do not accept any change of the reimbursable either globally or line by line, even sometimes any discrepancy in a line (for instance, any expense over the average price). Or they will request an addendum for any change in the budget which is sometimes not possible time wise and is always time-consuming.

To bring in some flexibility in the management of incidental expenditures, would the Commission be ready:

- a) to accept changes in the incidental budget provided it remains within the total budget and it is justified or
- b) changes would be accepted within the budget line, line by line (international transport, local transport, interpreters ...)
- c) changes could be agreed by a side letter with the Task Manager
- d) a mixture of above-said solutions.

Art 20 of the General conditions allows the Project manager to decide transfers of fees and reimbursable if the variation is less than 15% of the original amount of the total budget. This is applicable to fee based contract. It takes the form of agreement between the TM and the FWC'r. Furthermore, as per the Global ToRs, the individual or the total costs per reimbursable item are not a maximum.

5. Supporting documents: Is there any “list” of evidences which should be attached to our invoices?

No list of supporting documents exists. The kind of document acceptable is those usually accepted by the national authorities. For global price contract, no supporting documents must be given.

Further questions / comments from the participants:

Garantie bancaire : Que faire quand l'autorité contractante ‘oublie’ de débloquer la garantie bancaire ?

Il faut envoyer aussi une réclamation à la Direction générale ou Direction de la Commission qui est compétente pour cette autorité contractante.

TVA : Quel est le régime pour la TVA ?

Une clause spécifique a été insérée dans la demande et dans le contrat spécifique indiquant que la TVA n'est pas remboursable sauf disposition contraire dans les TDR. Pour obtenir exemption ou remboursement, il faut s'adresser à la Délégation concernée.

Variation : Que faire en cas de variation des prix d'avion par ex ?

Si un transfert entre postes à l'intérieur des remboursables est possible et si cela ne change pas le montant des remboursables, il faut simplement notifier le transfert au project manager.

VI. POST-EVALUATIONS

1. Communication of the evaluation sheets: The Evaluation Sheets (post evaluation of the assignment) are acknowledged to the FWC'r ?

Le Task Manager remplit une fiche d'évaluation de l'exécution de la mission par le contractant-cadre et les experts. Cette fiche est envoyée par e-mail au contractant-cadre qui lui devra la communiquer pour la partie les concernant aux experts.

Le contractant-cadre et les experts ont 15 jours pour envoyer au Task Manager leurs commentaires (droit de réponse).

The assessment will be available in the informatics' system of the Commission but only for the users.

VII. DIVERS

1. Who signs in the Commission?:

Answers are given in the table below in bold.

Role	Description	Role undertaken by:
Initiator of the assignment	Persons who carry out the steps of the procedure, under the control of the Entitled Official	Task Managers (Delegations, AIDCO)? YES but also Phare entities and AER and possibly other DG's.
Entitled official	Persons entitled to sign the requests for services and the letters of contract	AIDCO/F3? NO Heads of Delegations? YES Heads of AIDCO Units? YES Programme Authorising Officers? i.e. decentralized authorities : possibly if notified to you in the future as such.
Beneficiaries of the assignment	Persons requesting assignments under the FWC	Technical Ministries of decentralised authorities? YES EC Task Managers? NO

2. Deconcentration : How operates the “Deconcentration” regime?

The users of the FWC who can send a request and sign specific contract are the EC Delegations and the Headquarters of EuropeAid and other Directorates general in charge of external aid actions (ECHO, DG Relex, DG Trade, DG Environment, DG Elarg, DG Dev). Besides, there are also the decentralized authorities of Phare programmes and the EAR (Agency for the reconstruction in Kosovo) who can use the FWC.

The Global ToR’s foresee the possibility for other decentralised authority to have access to the FWC beneficiaries and it can be done on a case by case basis.

All Delegations practically are deconcentrated and when they are not, they still have to use the FWC through EuropeAid in Brussels.

3. Medical insurance: Insurance in Article 13 of the General Conditions provides information about the medical, insurance, safety arrangements that a contractor must put in place. Article 13 is brief and it would assist contractors if more detailed guidelines could be issued on medical, insurance and safety arrangements to make it clear to contractors how to interpret Article 13. Would it be possible for EuropeAid to issue such Guidelines?

This provision is not specific to the FWC and must be implemented as for any service contracts.

4. Visibility: EU Visibility Guidelines. EuropeAid has published (2002) EU Visibility Guidelines for External Actions".

4.1 Do these Guidelines apply to the Multiple Framework Contract?

Yes, they do apply.

4.2. We feel it would be useful if visibility guidelines could be added to the Global Terms of Reference. An important issue is whether all framework contractors should use the same report cover of the type indicated in section 3.12 of "EU Visibility Guidelines for External Actions". The report cover indicated in section 3.12 of "EU Visibility Guidelines for External Actions" is in fact not very attractive and is not used very much. It would be useful if there were an opportunity to have a more attractive cover. We recommend that there should be a new but unique report cover for use on all framework contract missions.

This issue must be tackled at the level of each assignment. The form or template of the report is indicated either through the Specific ToRs or during the briefing session.

5. Statistics: In order to make some anticipation, we are mostly interested to know the historical figures related to the amount of contracts, dispatched by geographical origins. Some old figures are available at the EuropeAid website; can we have the most recent ones? It seems that the contractors which implement presently the Framework Contracts, have such updated figures.

The FWC team is updating the figures collected last year and will consolidate the data in order to communicate the final statistic for the FWC AMS/451.

6. Written answers to FWC’rs on website: Contractors will have many small questions about how the framework contract will operate. It would be useful if EuropeAid could accept written questions from contractors for a limited period of time (e.g. up to the end of September 2005) and that EuropeAid then publishes a written response to the questions. Would this be possible?

The same result can be achieved using our mail box to raise issues and can be communicated to all through the Important messages published on the FWC website.

7. Network partners: Local partners: "within 6 months after the Framework Contract comes into force, the Framework contractors will complement this network to cover 90% of countries receiving assistance in the field covered by the Lot": do all regions/countries hold the same percentage weight of representation?

The list will be given to you and you will have to decide – there is no guidance for that – where will be the 10% where you will not have a partner. However all domains must be covered.

8. Other data to give: Once the contract goes into effect, are there any other elements that need to be completed / complemented in regards to the tender dossier that was submitted?

No, except the network partners list. However, as reminder, it should be noted that any change in the consortium must be agreed by the EuropeAid and any change in the members of the management team constitutes a rider to the FWC and must be approved previously.

LE LOT 5

Question : la déclaration d'exclusivité, est-elle valable pour les modérateurs ?

Réponse : oui ils doivent en remplir une.

Question : Critères d'évaluation : est-ce sur base des honoraires et des CV ?

Réponse : oui, les remboursables ne sont pas évalués.

Il n'y a pas de justificatif demandé, le contrôle se fera par un auditeur.