



EUROPEAN COMMISSION
DIRECTORATE-GENERAL
REGIONAL AND URBAN POLICY

2014-2020 Policy and Legislation Inter-institutional relations

Brussels,
REGIO.DDG1.01/

**Competitive Multiple Framework Service Contract
for the provision of Studies related to the future development of Cohesion Policy
and the ESI Funds (Lot 3)**

Framework Contracts Nr 2014CE16BAT010 / 2014CE16BAT011 / 2014CE16BAT012

Service Request Nr 2014CE16BAT062

SPECIFICATIONS

1. TITLE OF THE REQUEST FOR SERVICES

The implementation of the provisions in relation to the ex ante conditionalities during the programming phase of the European Structural and Investment (ESI) Funds.

2. OVERALL PURPOSE AND BACKGROUND OF THIS STUDY

The effectiveness of the investments financed by the ESI Funds depends on sound macroeconomic policies, a favourable business environment and a solid institutional framework. In many sectors, a combination of strategic and regulatory conditions for public investment needs to be in place in order to tackle bottlenecks to growth effectively.

Studies suggest that inappropriate policies as well as administrative and institutional bottlenecks have limited the effectiveness of EU funding in the past. Gaps also remain as regards the implementation of EU legislation into national law in areas directly linked to the ESI Funds. Although there had been attempts in the past to establish 'conditionalities' linked to the strategic, institutional and administrative arrangements in place, their application remained discretionary and unsystematic.

Therefore, ex ante conditionalities have been introduced in the regulatory framework for the ESI Funds for the 2014-20 period¹ to ensure that the effectiveness of EU investment

¹ See in particular the following provisions of the regulatory package:

- Articles 2(33), 15(1)(b)(iii), 19, 96(6)(b), 142(1)(e) and Annex XI of Regulation (EU) No 1303/2013 of the European Parliament and of the Council of 17 December 2013 laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and laying down general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion

is not undermined by unsound policies or regulatory, administrative or institutional bottlenecks. These conditionalities are limited in number and focus on the framework conditions that are perceived as being most relevant for investment. They are built on existing obligations that Member States have to comply with, thus not adding to these or going beyond requirements which already exist.

There are two types of ex ante conditionality:

- Those linked to each of the 11 thematic objectives laid down in Article 9 of the CPR and the related investment priorities. Thematic ex ante conditionalities which apply to the ERDF, the CF and the ESF are established in Annex XI of the CPR (Part I).
- More general ones linked to horizontal aspects aiming to ensure that minimum requirements are in place with regard to anti-discrimination, gender equality, disability, public procurement, state aid, environmental legislation and the existence of a sound monitoring environment. General ex ante conditionalities set out in Part II of Annex XI of the CPR apply to all ESI funds (Article 19(1) CPR).

Ex ante conditionalities do not apply to programmes under the European Territorial Cooperation goal (Article 19(8) CPR).

In case ex ante conditionalities are not fulfilled at the stage of programme adoption, as assessed by the Member States themselves and subsequently by the Commission, Member States are required to prepare action plans demonstrating how the necessary conditions will be put in place in due time so as not to impede the effective and efficient implementation of the funds. Failure to carry out the action plan by the end of 2016 could lead to a suspension of EU payments. Non-fulfilment of critical elements which puts effective spending at serious risk ('significant prejudice') could already lead to a suspension of EU funding at the stage of programme adoption by the Commission.

As part of the work to assess implementation of new or specific provisions in the 2014-2020 Regulations for the ESI Funds, the Directorate-General for Regional and Urban Policy (DG REGIO) wishes to assess the implementation of the provisions relating to ex ante conditionalities during the programming phase, including to what extent those provisions have influenced practical implementation on the ground.

The overall purpose of this study is therefore to develop an evidence-base on how the regulatory provisions relating to ex ante conditionalities have been applied in the programming phase. The findings will feed into the Commission's assessment of the outcome of programming negotiations and into further reflections on the future of the policy.

Fund and the European Maritime and Fisheries Fund and repealing Council Regulation (EC) No 1083/2006 (referred to as CPR)

- Articles 8(1)(d) and 9, and Annex V of Regulation (EU) No 1305/2013 of the European Parliament and of the Council of 17 December 2013 on support for rural development by the European Agricultural Fund for Rural Development and repealing Council Regulation (EC) No 1698/2005 (hereafter EARDF Regulation)

- Articles 9 and 18(1)(d), and Annex IV of Regulation (EU) No 508/2014 of the European Parliament and of the Council of 15 May 2014 on the European Maritime and Fisheries Fund (EMFF) and repealing Council Regulations (EC) No 2328/2003, (EC) No 861/2006, (EC) No 1198/2006 and (EC) No 791/2007 and Regulation (EU) No 1255/2011 of the European Parliament and of the Council (hereafter EMFF Regulation)

3. DESCRIPTION OF THE CONTRACT

3.1. Objectives of the study

The overall objective of this study is to assess how the provisions relating to ex ante conditionalities have been implemented in all 28 Member States during the programming of the ESI Funds. In doing this, the study should fulfil the following specific objectives:

- A. Provide a synthesis of how the provisions relating to the applicability and the fulfilment of ex ante conditionalities are reflected in all Partnership Agreements and operational programmes financed by the ERDF and the CF, including multi-fund programmes.
- B. Provide an assessment of how the provisions relating to the applicability and the fulfilment of ex ante conditionalities have been implemented during the programming phase.
- C. Provide conclusions on strengths and weaknesses with regard to the application of ex ante conditionality provisions during the programming phase, as well as first conclusions on the value of this new element in the regulatory framework.

3.2. Methodology

Objective A should be addressed through desk studies of the 28 Partnership Agreements (Section 2.3 of the Partnership Agreement template) and the around 215 operational programmes financed by the ERDF and the CF, including the 92 multi-fund programmes co-financed by the ESF (Section 9 of the programmes). Desk studies should also cover the relevant parts of the Commission's formal observations and decisions on all Partnership Agreements and programmes. Relevant data from the Partnership Agreements and operational programmes will be provided by Commission services to the contractor (Excel files).

Objectives B and C should be addressed by using:

- the outcome of the abovementioned desk studies;
- the outcome of on-line surveys covering all Managing Authorities;
- the outcome of 50 to 60 interviews of the main relevant actors at Union level (geographical desks in DG REGIO and DG EMPL and competences centres in DG REGIO, etc.) and at national level (through a selection of coordinating ministries/services/bodies in the 28 Member States and Managing authorities).

3.3. Tasks

The study covers five tasks. The first task consists of a report setting out the methodological approach to the different elements of the study as a whole. It needs to be agreed with the Commission before proceeding with work on the other tasks. Tasks 2-4 correspond each to one of the objectives of the study set out in section 3.1. Task 5 relates to meetings to be held with the Commission.

Task 1: Methodological report

The consultant shall submit a methodological report of max 50 pages (plus annexes) setting out its approach to carry out the different tasks covered by this study.

In relation to **Task 2**, the report shall demonstrate how the data collected from the Partnership Agreements and programmes will be used and analysed. The consultant shall in particular:

- suggest **typologies /categorisation systems** for each of the points requested below (section *Task 2*) in order to streamline the mapping and facilitate the analysis of how the provisions relating to ex ante conditionalities were implemented during the programming of the ERDF and, the CF, including in multi-fund programmes co-financed by the ESF. Information gathered in the programming documents should be clustered around the main issues / problems at stake for each point;
- propose a template for the **database** that will be used to map the analysis, Member State by Member State. The final output of this database should be provided under Excel format and should include a filter function.

In relation to **Task 3** of this study, the methodological report shall describe the planned approach for assessing how the provisions relating to the applicability and the fulfilment of ex ante conditionalities have been implemented. It shall in particular:

- explain how **interviewees** will be selected to ensure the coverage of a representative sample of operational programmes. The sample of programmes should cover all 28 Member States and all three categories of regions (for operational programmes financed by the ERDF, including multi-fund programmes co-financed by the ESF). Interviews may be handled on site or via phone calls in the relevant languages. Draft questionnaires to be used for these interviews and a description of the planned methodologies for analysing their results should be provided in an annex;
- identify the methodology planned by the consultant to organise **web-surveys** to be sent in the relevant languages to all the Managing authorities. Draft questionnaires to be used for these surveys should also be provided in an annex.

In relation to **Task 4** of this study, there should be a description of the method to be applied for mapping the different categories of strengths and weaknesses relating to the implementation of ex ante conditionalities. The methodological report shall also set out the approach for gathering the evidence to draw first conclusions on the added value of ex ante conditionalities.

Task 2: Provide a synthesis of how the provisions relating to the applicability and the fulfilment of ex ante conditionalities are reflected in all Partnership Agreements and operational programmes financed by the ERDF and the CF, including multi-fund programmes

The analysis and conclusions should provide evidence on the assessment of ex ante conditionalities as reflected in programming documents, through a comprehensive analysis of Section 2.3 of Partnership Agreement and Section 9 of operational programmes financed by the ERDF and the CF, including multi-fund programmes co-financed by the ESF.

A mapping should be provided on:

- **the applicability of ex ante conditionalities.** The contractor should establish a geographical and policy mapping of all thematic and general ex ante conditionalities identified as applicable in the programming documents. In view of this, he should especially identify:
 - the Member States and regions where each thematic and general ex ante conditionality did apply and in relation to which investment priorities;
 - the situations where thematic ex ante conditionalities have been considered as not applicable (though the investment priorities to which those ex-ante conditionalities were linked had been selected in the programmes - see Annex XI, part I of the CPR), including the application of “proportionality” principle². The same analysis should also be carried for general ex ante conditionalities;
 - the list of the priorities chosen by Member States and Managing authorities for which no thematic ex ante conditionality had applied.
 - the ex ante conditionalities which have been considered as applicable at national level (in accordance with Article 19(2) – see section Table 12 of the template of the Partnership Agreements).

- **The fulfilment of applicable ex ante conditionalities.** In view of this, the contractor shall:
 - map the applicable ex ante conditionalities at Member State level, identifying those which have been considered as fulfilled and non-fulfilled in Partnership Agreements and operational programmes. The analysis shall be broken down at the level of the criteria for fulfilment.
 - analyse the types of approaches taken by Member States / Managing authorities to demonstrate the fulfilment of ex ante conditionalities relating to strategies / policy frameworks (see the columns entitled 'Reference' and 'Explanations' in Table 11 of the Partnership Agreements; Table 24 of operational programmes financed by the ERDF and the CF, including multi-fund programmes co-financed by the ESF,)³. The contractor shall also analyse the types of approaches taken to fulfil the criteria requiring arrangements to ensure administrative capacity of staff, intermediary bodies and beneficiaries⁴.

- **The action plans to ensure the fulfilment of ex ante conditionalities not later than 31 December 2016.** In view of this, the contractor shall particularly look at the following questions:
 - What kind of actions (i.e. implementation steps) are Member States / Managing Authorities planning to undertake to fulfil and general ex ante conditionalities within this deadline?
 - What is the timing for it (by the end of 2016 / earlier deadline)?
 - Through which responsible bodies (including cooperation arrangements between different bodies)?

² Article 19(1) CPR

³ Thematic ex ante conditionalities 1.1, 1.2, 2.1, 2.2, 5.1, 7.1, 7.2, 7.3, 7.4, 8.2, 9.1, 9.2, 9.3, 10.1, 10.2, 10.3, 10.4 (Part I of Annex XI of the CPR).

⁴ Thematic ex ante conditionalities 7.1, 7.2, 7.3, 11 and all general ex ante conditionalities (Part II of Annex XI of the CPR).

- **Significant prejudice.** Based on the Commission's observations and decisions on the Partnership Agreements and operational programmes, the contractor should provide a mapping of :
 - the critical elements which have been signalled to the Member States as having a negative impact ('significant prejudice') on the effective and efficient achievement of specific objectives of certain investment priorities;
 - the situations which have finally led to a suspension of payments.

Task 3: Provide an assessment of how the provisions relating to the applicability and the fulfilment of ex ante conditionalities have been implemented during the programming phase

On the basis of the outcome of the desk studies and the interviews and surveys, the contractor shall assess the processes through which ex ante conditionalities have been assessed at Union, national and regional levels, especially by highlighting potential **differences** between Member States.

The analysis and conclusions shall cover the following questions:

- What was the process for this first exercise of assessment of ex ante conditionalities coordinated at Member State level? (e.g. What preparatory action was carried out? How was the involvement of the different stakeholders ensured? What were the specific challenges faced?)
- How was the **consistency between Partnership Agreements and operational programmes** ensured? (e.g. Did the potential overlaps between Partnership Agreement and operational programmes raise any difficulties in the process of assessment of ex ante conditionalities at EU/ national/ regional level?)
- How was the **assessment of the applicability** of ex ante conditionalities carried out? (e.g. Did Member States / Managing authorities face any difficulties in determining the applicability of thematic and general ex ante conditionalities? Were there disagreements between the Commission and Member States / Managing authorities in assessing the applicability of ex ante conditionalities (and for which ex ante conditionalities, where relevant)? How were these resolved?)
- How was the **assessment of the fulfilment of ex ante conditionalities** carried out? (e.g. How did Member States ensure that the information provided to the Commission was complete and reliable? How did Member States / Managing authorities use the assessment grids prepared by the Commission (see Part II of the Guidance on ex ante conditionalities)? How was the issue of consistency dealt with throughout the ESI Funds for ex ante conditionalities applying to different Funds?)
- How was the **assessment of actions plans** carried out? (e.g. Was the information provided by Member States / Managing authorities complete, adequate and sufficient to assess that the planned actions will ensure the fulfilment of ex ante conditionalities within the deadline foreseen by the CPR?).

- How was the **assessment of significant prejudice** carried out? (e.g. How was the process managed within the Commission, but also at national and regional level when the Commission signalled to the Member State a risk of significant prejudice to the effective and efficient achievement of certain investment priorities? What was the impact on the process after a potential decision of a suspension of payments?)
- Considering the investment priorities selected in the operational programmes, were any additional ex ante conditionalities reported that could have been useful to ensure the effectiveness of investments? Or on the contrary, did some of the ex ante conditionalities foreseen in the regulatory frame not prove relevant?

He shall also assess the **value of the informal dialogue** between the Commission and the Member States, and to what extent the **specific guidance on ex ante conditionalities, the exchanges and observations** led to improve the way in which ex ante conditionalities were implemented during programming.

Task 4: Provide conclusions

On the basis of the output of tasks 2 and 3, the contractor shall provide conclusions on **strengths and weaknesses** with regard to the implementation of the provisions relating to ex ante conditionalities during the programming phase. This analysis should be based on a typology of factors behind successful and less successful implementation of these provisions during this process.

The contractor shall provide **first conclusions on the value** of the ex ante conditionalities in establishing a better framework to ensure the effectiveness of investments.

Task 5: Meetings with the Commission staff

The contractor is expected to attend 5 meetings to be held at the Commission premises for kicking off the project and discussing the deliverables with the members of Commission staff (Steering Group). These meetings will be organised by the Commission.

3.4. Deliverables

The contractor is expected to provide the following deliverables:

1. **Methodological report:** a report (max 50 pages plus annexes) describing the methodology that will be applied to the study, including the template to be used to carry out the mapping of how the provisions relating to ex ante conditionalities are reflected in the Partnership Agreements and operational programmes and annexes with questionnaires for interviews and surveys;
2. **2 Interim reports:** one intermediate report covering Task 2 (including an interim mapping of the content of all Partnership Agreements and available programmes, provided through electronic database) and another one covering Tasks 3 and 4;

3. **Draft final report:** it shall consist of an executive summary and the draft report itself covering Tasks 2-4 (including the final version of the database, based on the 28 Partnership Agreements and all the programmes adopted at the time of delivering the draft final report);
4. **Final report:** it shall include the final report itself (no more than 50 pages plus annexes) addressing all the specific objectives (A-C) of the study as well as the final version of the database mentioned before. It shall also include an abstract of no more than 200 words, a publishable executive summary of maximum 6 pages, both in English and French, and key words to facilitate web referencing of the study. It should finally include a self-explanatory power-point summarising the results and conclusions.

All the different deliverables shall be submitted in English in an easily accessible style. French versions have to be provided for the Executive Summary and the abstract only. Detailed information on the format is provided at point 11.8 in the Specifications for the Competitive Multiple Framework Services Contract.

Each deliverable will be examined by the Commission (a DG REGIO-led steering group), which may ask for additional modifications or propose changes in order to redirect the work if necessary. Deliverables must be approved by the Commission. The Commission has 60 days in total to approve deliverables and make the related payment. The Contractor shall have 10 working days in which to submit additional information or a new deliverable if requested by the Commission.

The specific deadline for each deliverable is specified below. The study envisages several meetings in Brussels with the steering group in relation to the deliverables.

After the approval of the final report by the European Commission, the contractor will be expected to give an oral presentation of its final report, highlighting its main results and conclusions. This presentation will take place in Brussels and within Commission premises.

End month	Deliverable/ Meeting	Output
0	M1	Kick-off meeting with the Commission services
1.5	D1	Task 1 (methodological report)
2	M2	Meeting to discuss the methodological report
7	D2	First interim report covering task 2
7.5	M3	Meeting to discuss interim report (Task 2) with the Commission services
9	D3	Second interim report covering tasks 3 and 4
9.5	M4	Meeting to discuss interim report (Tasks 3 and 4) with the Commission services
12	D4	Draft final report
12.5	M5	Meeting to discuss first draft final report with the Commission services
14	D5	Final report
14+1		Oral presentation of final report

A hard copy and an electronic version of draft versions of reports are required. For the final report three hard copies and an electronic version (three CDs, Word format and PDF format or equivalent application compatible with MS Office) are required. The database of how the provisions relating to ex ante conditionalities are reflected in the Partnership Agreements and the programmes should be provided under Excel format.

3.5. Composition of the team

As part of the tender documentation, the team to be involved in this study should be identified, describing their skills and qualifications, quantifying the input of each member of the team in terms of days and explaining the distribution of tasks between the different team members involved.

In accordance with the specifications set out in the framework contract, the team should include members with an expertise in the areas covered by the ERDF, the CF and for multi-fund programmes, the ESF..

3.6. Duration

The execution of the tasks shall not exceed 14 months starting from the day of the signature of the contract by both parties.

4. AWARD CRITERIA

The Specific Contract will be awarded to the tender that is the **most economically advantageous**. This will be determined in the light of the price and the quality of the tender.

The tenders will be ranked with the following formula so as to determine the most economically advantageous bids.

- **Weighting for quality: 50**
- **Weighting for price: 50**

The successful tenderer will be the tenderer with the lowest ratio of total cost to the quality mark achieved (cost/points).

The quality will be determined on the basis of the four award quality criteria below.

- 1) understanding of the tasks as defined above in the request to submit (max 30 points);
- 2) quality of the methodology proposed (max 30 points);
- 3) organisation proposed to respond in terms of timing and quality to the request for required missions (max 20 points);
- 4) the composition of the team proposed to respond to the overall scope of the contract (max 20 points).

5. BUDGET

The maximum amount of the contract is EUR 400.000.

6. CONTENT AND PRESENTATION OF BIDS

6.1. Technical offer

The technical offer must cover all aspects and tasks required in the technical specification and provide all the information needed to apply the award criteria. Offers deviating from the requirements or not covering all requirements may be excluded on the basis of non-conformity with the tender specifications and will not be evaluated.

6.2. Financial offer

Prices for Specific Contracts will be presented as a lump-sum on the basis of the expert prices and fixed travel and subsistence costs established according to the price schedules annexed to the Framework Contract. No separate reimbursable expenses will be accepted.

The financial offer must be submitted in the template provided in annex.

7. FORMAT OF THE SPECIFIC CONTRACT

The Specific Contract will be drawn up in accordance with the standard format as in the Framework Contract. The contract will come into force the day of its signature by the contracting authorities for the individual assignment. The breakdown of the prices, the Specific Terms of Reference as well as the offer, form an integral part of the Specific Contract. Any expense incurred by the Contractor before the date of signature of the Contracting Authorities is not eligible for funding.

8. ASSIGNEMENT IMPLEMENTATION

The Contractor, who is notified that his offer is accepted in the form of a Specific Contract, is responsible for all administration in relation to the assignment. He must ensure that all logistic aspects of the assignment are correctly carried out. The Contractor is also responsible for all administrative aspects such as contracting the experts, provision of insurance etc. Ensuring the quality of the assignment is one of the key responsibilities of the Contractor as he is fully responsible for the quality of the reports or/and other outputs required. These documents will be delivered physically by and under the responsibility of the Contractor. In the case of a consortium, quality control is the ultimate responsibility of the leading partner.

9. MEETINGS WITH THE COMMISSION

A kick-off meeting will be organised between the Contractor and the Commission at the early stage of the project implementation. In addition to this there will be one meeting following the submission of the methodological report, one meeting after the submission of each the interim report and a last one following the submission of the draft final report. See point 3.5 with regard to timing of meetings.

The participation of the Contract Manager will be required in any of the meetings organised. The meetings will take place in Brussels at Commission premises. Video conferences could be also organised.

After the approval of the final report by the European Commission, the contractor will be expected to give an oral presentation of this report in Brussels within Commission premises.

The costs of managing the contract by the Contractor, as well as the travel costs related to all the meetings with Commission (including the oral presentation of the final report) will be carried out with no additional charge and are understood to be incorporated in the offer.

10. PUBLICATION AND DELIVERABLES

Rights concerning the deliverables (reports, studies, impact assessments) foreseen and those relating to their reproduction and publication will remain property of the European Commission. No document based in whole or in part upon the work performed under the contract resulting from this invitation to tender may be published, except with the prior formal written approval of the European Commission.

Please note that all studies produced for the European Commission shall conform to the corporate visual identity of the European Commission by applying the graphic rules set out in the European Commission's Visual Identity Manual, including its logo⁵.

The Commission is committed to making online information as accessible as possible to the largest possible number of users including those with visual, auditory, cognitive or physical disabilities, and those not having the latest technologies. The Commission supports the [Web Content Accessibility Guidelines 2.0](#) of the W3C.

For full details on Commission policy on accessibility for information providers, see: http://ec.europa.eu/ipg/standards/accessibility/index_en.htm.

Pdf versions of studies destined for online publication should respect W3C guidelines for accessible pdf documents. See: <http://www.w3.org/WAI/>

The final reports as well as the draft and interim report(s) shall be submitted in English.

An electronic version of all reports (including draft/interim versions) will be required both in Word and PDF format.

10.1. Final Study Report

The final study report shall include:

- an abstract of no more than 200 words, an executive summary of maximum 6 pages, both in English and French and key words to facilitate web referecing of the study;
- the following standard disclaimer:

“The information and views set out in this [report/study/article/publication...] are those of the author(s) and do not necessarily reflect the official opinion of the Commission. The Commission does not guarantee the accuracy of the data included in this study. Neither the Commission nor any person acting on the Commission’s behalf may be held responsible for the use which may be made of the information contained therein.”

⁵ The Visual Identity Manual of the European Commission is available upon request. Requests should be made to the following e-mail address: comm-visual-identity@ec.europa.eu

- specific identifiers which shall be incorporated on the cover page provided by the Contracting Authority.

10.2. Publishable executive summary

The publishable executive summary shall be provided in both in English and French and shall include:

- the following standard disclaimer:

“The information and views set out in this [report/study/article/publication...] are those of the author(s) and do not necessarily reflect the official opinion of the Commission. The Commission does not guarantee the accuracy of the data included in this study. Neither the Commission nor any person acting on the Commission’s behalf may be held responsible for the use which may be made of the information contained therein.”

- specific identifiers which shall be incorporated on the cover page provided by the Contracting Authority.

10.3. Graphic requirements

For graphic requirements please refer to the template published with these specifications on the Inforegio website. The cover page shall be filled in by the contractor in accordance with the instructions provided in the template. For further details you may also contact comm-visual-identity@ec.europa.eu.

11. QUALITY ASSESSMENT OF SPECIFIC CONTRACTS

Once the work has been concluded and the service delivered, the Contractor will submit to the Commission a "proof of delivery", which will then be signed by the Commission as proof of receipt of each product delivered.

The quality of outputs of each specific contract will be subject to a written quality assessment according to the grid below. The grid may be adapted in accordance with the Commission's evaluation standards.

Quality indicators for the evaluation of the delivered work:

- Understanding of the requirements for the deliverable (40%)
- Completeness of the deliverables (40%)
- Respect of deadlines (20%).

Underperformance and reduction of payments

The quality of the output of the Specific Contract will be assessed as a function of the above quality indicators, up to a maximum of 100 points. If it scores less than 60% based on these quality indicators, it will be rejected for underperformance. In this case, the following will apply:

- **Step 1:**the Commission provides an overview of the failings and a reasonable deadline for remedy and notifies the Contractor accordingly.
- **Step 2:**if no satisfactory remedy is found, within the deadline set by the Commission (satisfactory is defined by at least 70% based on the quality

indicators listed above), the Commission will notify the Contractor of a reduction of payments of *up to* 100%, proportional to the scale of the failure, as follows:

- if the quality score is between 0% to 20%, a reduction of 100% will apply;
- if the quality score is between 21% to 40%, a reduction of 70% will apply;
- if the quality score is between 41% and 50%, a reduction of 50% will apply;
- if the quality score is between 51% and 60%, a reduction of 40% will apply;

In addition to the reduction of payment and in view of the manifest underperformance of the Contractor, the Commission will contact the Contractor whose offer ranked in the second place for the award of the Specific Contract.

12. TERMS OF PAYMENTS

Payments shall be done following the payment terms stipulated in Article 1.4. of the framework contract:

- The first interim payment of 30% will follow the reception of the methodological report (D1).
- The second interim payment of 20% will follow the reception of the first interim report (D2).
- The third interim payment of 20% will follow the reception of the second interim report (D3).
- The balance payment will follow the approval by the Commission of the final report (D5).

Annex – Template for the submission of financial offer

	Junior Expert	Senior Expert	Contract Manager	Administrative assistant	Mission and other direct costs	TOTAL
<i>Number of working days</i>						
<i>Fees (€)</i>	... €	... €	... €	... €		... €
<i>Number of missions to Brussels</i>						
<i>Travel cost to Brussels</i>					... €	
<i>Daily and accommodation allowance</i>					... €	
<i>Total missions cost</i>						... €
<i>Total cost</i>						... €