



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 2014CE16BAT065

SPECIFICATIONS

1. TITLE OF THE REQUEST FOR SERVICES

The implementation of the partnership principle and multi-level governance during the programming phase of the European Structural and Investment (ESI) Funds.

2. OVERALL PURPOSE AND BACKGROUND OF THIS STUDY

Partnership has traditionally been one of the key principles of cohesion policy. The partnership principle implies close cooperation between public authorities at national, regional and local levels in the Member States and with the private and other sectors. Partnership must be seen in close connection with a multi-level governance approach and the subsidiarity and proportionality principles: each level of government should play its role, and action should be taken at the right level and be proportionate to the objectives.

The involvement of partners can bring benefits in enhancing collective commitment and ownership of EU policies (in particular with regard to delivering the Europe 2020 Strategy for growth and jobs), increasing the knowledge, expertise and viewpoints available when strategies are being designed and implemented, managing the relevant funds, and ensuring greater transparency in decision-making processes. It also helps to reduce coordination and capacity gaps in policy making between different levels of government, in terms of information, resources, funding, administrative and policy fragmentation.

Experience shows, however, that Member States implement the partnership principle in very different ways, depending on national institutional set-ups and traditions of stakeholder involvement. The effectiveness of partnership also depends on partners' capacity to contribute substantively to the process.

The legal basis for partnership and multi-level governance has been strengthened in the 2014-2020 legislative package for the ESI Funds¹, in particular through the introduction of the European code of conduct on partnership² to support Member States in the organisation of partnership with regard to ensuring the involvement of relevant partners in the preparation, implementation, monitoring and evaluation of Partnership Agreements and programmes.

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 partnership principle during the programming phase of programmes financed by the European Regional Development Fund (ERDF) and the Cohesion Fund (CF), including multi-fund programmed co-financed by the European Social Fund (ESF), including to what extent the new provisions regarding the partnership principle and multi-level governance in the 2014-2020 Regulations (including the Delegated Act on the European code of conduct on partnership) have influenced the programming process.

The overall purpose of this study is therefore to develop an evidence-base on how the regulatory provisions relating to the partnership principle and multi-level governance 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. They may also contribute to improving the implementation of the partnership principle and multi-level governance during the implementation phase of the 2014-2020 programmes.

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

- Articles 5, 15(1)(a)(v) and 96(5)(c) 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 Fund and the European Maritime and Fisheries Fund and repealing Council Regulation (EC) No 1083/2006 (referred to as CPR)

- Article 8(4)(c) of Regulation (EU) No 1299/2013 of the European Parliament and of the Council of 17 December 2013 on specific provisions for the support from the European Regional Development Fund to the European territorial cooperation goal (referred to as ETC Regulation)

- Article 6 of Regulation (EU) No 1304/2013 of the European Parliament and of the Council of 17 December 2013 on the European Social Fund and repealing Council Regulation (EC) No 1081/2006 (referred to as ESF Regulation)

- Article 8(1)(n) 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 (EAFRD) and repealing Council Regulation (EC) No 1698/2005

- Article 18(1)(n) 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 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

² Commission Delegated Regulation (EU) N°204/2014 of 7 January 2014 on the European code of conduct on partnership in the framework of the European Structural and Investment Funds.

3. DESCRIPTION OF THE CONTRACT

3.1. Objectives of the study

The overall objective of this study is to assess how the partnership principle and multi-level governance 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 partnership principle and multi-level governance are reflected in all Partnership Agreements and programmes financed by the ERDF (including ETC programmes) and the CF, including multi-fund programmes.
- B. Provide an assessment of the implementation of the partnership principle and multi-level governance during the programming phase.
- C. Provide conclusions on strengths and weaknesses with regard to the application of the partnership principle and multi-level governance during the programming phase and an assessment of the performance of the different Member States with regards to this new element in the regulatory framework.

3.2. Methodology

Objective A should be addressed through desk studies of the 28 Partnership Agreements (Section 1.5.1 of the Partnership Agreement template), the around 215 operational programmes financed by the ERDF and the CF (Sections 7.2.1 and 12.3 of those programmes), including the 92 multi-fund programmes co-financed by the ESF, and the 79 cooperation programmes financed by the ERDF (Section 5.6 of those programmes). Desk studies should also cover the relevant parts of the Commission's formal observations on all Partnership Agreements and programmes. Relevant data from the Partnership Agreements and programmes will be provided by Commission services to the contractor (Excel files).

Objective 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 and relevant partners at national, regional and local levels (public authorities, economic and social partners and bodies representing civil society at national, regional and local level) identified in Section 12.3 of operational programmes for the ERDF and the CF, and in section 9.3 for cooperation programmes;
- the outcome of 50 to 60 interviews of the main relevant actors at Union level (geographical desks in DG REGIO and DG EMPL; partner organisations at Union level in particular those involved in the Structured Dialogue) and at national level (through a selection of coordinating ministries/services/bodies in Member States).

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** of this study, 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 partnership principle and multi-level governance were implemented during the programming of the ERDF and the CF, including multi-fund programmes co-financed by the ESF. The 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 the influence of the strengthened provisions introduced in the ESI Funds legislative package 2014-2020 on the approach to partnership. It shall in particular:

- explain how **interviewees** will be selected to ensure the coverage of a representative sample of programmes and relevant actors at Union and national level. The sample of operational programmes financed by the ERDF and the CF should cover all 28 Member States and all three categories of regions (for the ERDF and multi-fund programmes). The sample of cooperation programmes should cover a proportionate selection of cross-border, transnational and interregional cooperation. 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 develop the **online-surveys** to be sent in the relevant languages to all the Managing authorities and the sample of partners at national, regional and local levels. Draft questionnaires to be used for these surveys should be provided in an annex.

In relation to **Task 4** of this study, there should also be a description of the method to be applied for the mapping of Member States and programmes in **different performance categories** with regard to their performance on:

- the application of transparent procedures for identifying relevant partners for Partnership Agreements and programmes;

- the involvement of different categories of partners in the preparation of Partnership Agreements and programmes and the provision of information on their involvement;
- the strengthening of the partners' institutional capacity.

The methodology has to be agreed with the Commission before work on other tasks continues.

Task 2: Provide a synthesis of how the partnership principle and multi-level governance is reflected in the Partnership Agreements and the programmes financed by the ERDF (including ETC programmes) and the CF, including multi-fund programmes

The analysis and conclusions should provide evidence on:

1) the involvement of relevant partners in the preparation of programming documents (through a comprehensive analysis of Section 1.5.1 of Partnership Agreement, Sections 7.2.1 and 12.3 of operational programmes financed by the ERDF and the CF, including multi-fund programmes, and Section 5.6 of cooperation programmes funded by the ERDF).

They should map the following:

- the application of the principle of partnership and multi-level governance as described in the Partnership Agreements (section 1.5.1 of PAs);
- the **actual coverage of the "relevant partners"** involved in the preparation of the Partnership Agreements and the programmes. In view of this, the contractor should in particular :
 - o check whether and how the different types of relevant partners mentioned in Article 3 of the Code of Conduct for the Partnership Agreement and in Article 4 for the programmes had been identified and involved in this process;
 - o map the methodologies indicated by Member States and Managing authorities to identify the relevant partners to be associated to the preparation of the Partnership Agreements and the programmes;
- the **method chosen for the involvement of partners** in the preparation of the Partnership Agreements and the programmes. For this purpose, the contractor should analyse the type of actions taken by all the Member States and Managing Authorities to involve the relevant partners in the preparation of the Partnership Agreement and of the programmes (public consultations, targeted contacts, ways to ensure accessibility), as foreseen in Articles 7(b) and 9(a) of the Code of conduct ;
- the **main results of the consultations** with partners (including significant concerns, comments and recommendations raised by multiple partners) and how their input was taken on board in the programming exercise.

2) the planned involvement of relevant partners in the implementation, monitoring and evaluation of the programmes (though a comprehensive analysis of Section 1.5.1 of Partnership Agreements, Section 7.2.1 of operational programmes financed by the ERDF and the CF, including multi-fund programmes, and Section 5.6 of cooperation programmes financed by the ERDF):

A mapping should be provided on:

- the type of **planned actions taken by all the Member States and Managing Authorities to involve the partners** in the implementation, monitoring and evaluation of the programmes, as foreseen in Article 9(b) of the Code of conduct;
- the type of **planned actions to strengthen the institutional capacity of relevant partners** in accordance with Article 5.3(e) CPR as described in the Partnership Agreements and the programmes, including the use of technical assistance.

3) for multi-fund programmes

- the use of global grants in accordance with Article 6 (1) ESF Regulation;
- the type of activities and the amounts allocated from the ESF to capacity building activities and joint activities with social partners, in accordance with Article 6 (2) ESF regulation;
- the types of activities and the amounts allocated from the ESF to capacity building of NGOs in accordance with Article 6 (3) ESF Regulation.

Task 3: Provide an assessment of the implementation of the partnership principle and multi-level governance 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 the partnership principle and multi-level governance have been implemented at Union, national and regional levels, especially by highlighting

- potential **differences** in the implementation of the partnership principle **between ESI Funds** (for the current period),
- differences **as compared to the 2007-2013 programming phase** as perceived by Managing Authorities and partners, including any positive / negative trends identified at EU 28 level and in individual Member States;
- **specific issues/challenges relating to cooperation programmes** financed by the ERDF.

The analysis and conclusions shall cover the following issues:

- What is the **degree of representativeness** of partners identified for both Partnership Agreements and programmes (e.g. How representative are the partners identified, in particular as far as bodies representing civil society are concerned (according to Article 2 of the Code of Conduct?))?
- What was the **level of involvement of partners** with regard to the preparation of the Partnership Agreements and programmes (e.g. Were partners involved in the preparation of all the requirements mentioned in Articles 6 and 8 of the Code of conduct on partnership? Was their involvement timely? Did they get feedback on

their contributions, in accordance with Article 5(2) of the Code of conduct? Were there any differences in involvement of the different categories of partners (public authorities, economic and social partners and bodies representing civil society at national, regional and local level) and the different types of partners within each category?)?

- What is the **degree of ownership of the partnership principle within public institutions** (coordinating/non-coordinating ministries, Managing Authorities, etc Was the involvement of partners perceived as burdensome or as an asset?)?
- What was **the added value of the consultations** with partners (e.g. Are there examples where strategic choices have been influenced by partners or where value has been added to programming document? Did partners raise any specific concerns, comments and recommendations on the process? How were they dealt with by the Member States / Managing Authorities? According to Member States / Managing Authorities and the partners, what was the added value of the strengthened legal basis, including the code of conduct on partnership? What were the effects of the non-retroactivity of the code of conduct on partnership and the absence of sanctions in case of infringement of either Article 5 CPR or the code of conduct?) ?

Finally, the study shall assess the **value of the informal dialogue** between the Commission and the Member States, and to what extent the exchanges and observations led to improve the way in which the partnership principle and multi-level governance were implemented during the programming phase.

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 application of the partnership principle and multi-level governance during the programming phase. This analysis should be based on a typology of factors behind successful and less successful implementation of the partnership principle and the multilevel governance during this process.

The study should contain an **assessment of the performance of the different Member States** with regard to

- transparent procedures for identifying relevant partners for Partnership Agreements and programmes;
- involving different categories of partners in the preparation of Partnership Agreements and programmes and the provision of information on their involvement;
- the strengthening of the partners' institutional capacity States (resulting in a mapping of Member States in different performance categories).

Examples of good practice on these issues should also be provided, based on information gathered through interviews and/or surveys.

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 partnership principle and multi-level governance is reflected in the Partnership Agreements and the 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 under electronic format) 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 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 electronic mapping 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 electronic mapping of how the partnership principle and multi-level governance is 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 300.000.

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 logo³.

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

³ 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

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.”

- 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>						... €