



GUIDELINES OF THE FRAMEWORK CONTRACT “Communications and Visibility”- UfMS/NP/0001/2016

“These Guidelines are also available upon request at procurement@ufmsecretariat.org”

1 The Framework contract “Communications and Visibility”

The Framework contract “Communications and Visibility”- UfMS/iRP/0001/2016 is aimed for operations in the interest of the UfMS (FWC).

These guidelines are a collection of the information needed in order to implement the Framework Contract. This information is based on:

- the contractual provisions contained in the Terms of Reference (ToRs), the Special Conditions and the General Conditions for service contracts for external actions financed by the European Union or by the European development fund [2014] (GC) of the Framework contract, their annexes, and,
- the experience gained through previous Framework contracts.

1.1 Description

The FWC is an instrument for fast and transparent recruiting of expertise / logistics within the concerned sectors. In operational terms, it means that experts can be available or services can be performed within a period that will not in principle exceed one month.

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It is a multiple framework contract, i.e. made up of separate contracts, but concluded on the same terms with different service providers. It is essential when implementing it to comply with the terms and conditions specific to the framework contract contained in the Special Conditions, General Conditions (GC), Terms of Reference (ToRs), which are gathered in the present Guidelines.

All the documents related to the FWC are also available upon request.

The FWC has been concluded with a contractual amount of € 1,650,000.00. The UfMS must therefore have the funds necessary to cover the services contracted with such certain limit.

1.2 Content

The FWC consists on the provision of communication and other related services.

The sectors mentioned in the List of sectors of the ToRs are not exhaustive. If linked to a programme implementation, the activities may be required at any of its stages.

1.3 Scope

The FWC covers exclusively the operations of the UfMS.

1.4 Framework contractors

3 contractors are going to be selected. In case of a Consortium, a lead firm must be designated by the other partners to act on their behalf for the purposes of the contract and is the only one authorised



to commit the consortium. The only valid contacts for contractual purposes are contacts with the lead firm.

The composition of a consortium may in no way be changed without formal approval of the UfMS. A member may not leave a consortium on an ad hoc / temporary basis (e.g. to ensure to remain eligible for the follow-up project).

1.5 Sub-contracting

Any subcontracting (i.e. implementation by a firm other than the framework contractor) within the specific assignment must be indicated in the offer. Any subcontracting or outsourcing is thus to be brought to the attention of the UfMS.

In such case, the offers must describe the "set-up" envisaged for the implementation of the assignment. This section shall describe which services are provided by whom and the source of each expert, making it clear which expert is coming from which entity. All layers of sub-contracting will have to be indicated, the nationality of intervening entities specified and the reason for outsourcing explained.

The framework contractor is not expected to provide information about the commercial conditions for the sourcing of the expertise (e.g. use of finders-fees etc.) as these conditions are an internal commercial matter for the framework contractor to the same extent as other commercial issues.

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The contracting in cascade (Framework contractor → Network Partner/third party A → third party B) can be authorised when the framework contractor illustrates in its offer that this is essential in order to provide the required expertise. The framework contractor always remains responsible and accountable.

The framework contractor must ensure that all entities / experts involved are formally committed to fully respect all contractual provisions of the FWC and the specific assignment (e.g. relating to conflict of interest, professional secrecy and confidentiality).

The experts recruited for the project are not regarded as sub-contractors. Service providers / suppliers for Reimbursable items are not sub-contractors, provided the service/supply is their formal commercial activity. When it is not the case and they re- invoice to the framework contractor services / supplies provided by others, it is considered as sub-contracting.

The UfMS approves the "sub-contracting" identified in the offer when signing the Specific contract.

All sub-contracting arrangements, which are not identified explicitly in an offer are consequently not approved and, if revealed after signature of the Specific contract, constitute a 'non-authorized sub-contracting' and a breach of the contract.

When the need to introduce sub-contracting is identified in the course of the implementation, article 4 of the General conditions fully applies and the authorisation must be explicitly asked for and received ex-ante.



If a framework contractor cannot mobilise an expert team without going through elaborate sub-contracting arrangements, the UfMS shall admit this as a legitimate reason for not submitting an offer.

Where an unauthorised sub-contracting is identified, the UfMS will take appropriate measures, at central level, on the basis of Article 35 and 36 of the General Conditions.

1.6 Users

The UfMS staff/Divisions.

1.7 Project Manager's role

Project Manager is responsible for managing the Framework contract and the respect of the contract provisions. Its role consists of:

- interpreting and ensuring that the framework contract rules and related instructions are uniformly respected (by the users and the framework contractors).
- updating the administrative part of the framework contract;

However, the Project Manager is not responsible for granting derogations from the contracts award rules (e.g. deadline to submit an offer);

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1.8 Changes relating to the framework contract

Requests for changes by the Framework contractor must be sent to the Project Manager. These can be changes in the name of the legal entity, consortium composition, address, bank account, composition of the management team etc.

For changes affecting contractual elements such as a change in the Management team (which also requires an ex-ante approval), an addendum to the framework contract is necessary. The duration of the procedure may require more than a month. The administrative changes such as phone number, fax number and email address will be made as rapidly as possible after the receipt of the request.

The framework contractor is responsible for any damage he may suffer when submitting a late authorization request for the above mentioned changes.

1.9 Summary of the procedure

- Step 1: Check whether the funds are available
It is up to the Project Manager to establish the financial commitment for the Specific contract.
Before issuing a request, the Project Manager should check the availability of funds with the relevant financial department.
- Step 2: Preparing the specific ToRs
The Project Manager is responsible for drawing up the specific ToRs which
 - a) must comply with the contractual provisions and especially the global ToRs,
 - b) may not contain administrative information already present in other contractual documents,and,



c) cover all the subjects foreseen in the model available.

- Step 3: Creating the request

The Project Manager creates a request to be sent by e-mail to the Framework contractors.

- Step 4: Sending the request for offers and ToRs

Once the request to make offer has been completed and the necessary visas given, it is sent by e-mail by the Project Manager.

The Project Manager create the standard email (the text can be edited) and send it to the framework contractors. The request and the ToRs must be attached.

Framework contractors are obliged to confirm receipt of the request within one working day following the sending of the request and to report any conflict of interest immediately, or any other possible discrepancies.

- Step 5: Evaluation of the offer

Offers will be evaluated in accordance with the following thresholds:

For request up to € 15,000 (VAT not included)

Except otherwise decided by the Secretary General, offers are evaluated by an Evaluation Committee composed of the following members:

- A member from the Requester Division / Department
- A member of the Communications & Public Affairs Department
- A member from the Legal & Admin Department

For request over € 15,000 (VAT not included)

Except otherwise decided by the Secretary General, offers are evaluated by an Evaluation Committee comprising a non-voting Chairperson, a non-voting Secretary and an odd number of voting members (minimum of three). The Evaluation Committee will be composed of the following members:

Voting members

- 1 member from the Cabinet / Projects Directorate / Legal & Admin ;
- 1 member from the Communications & Public Affairs Department;
- 1 member from a third Division/Department;

Non-Voting members

- 1 member from the management level (i.e. DSG or Directors) but other members may be appointed, as Chairperson;
- 1 member from the Procurement Service, as Secretary;



After the offers have been received, the above-mentioned evaluators select the economically most advantageous offer. Even if less than the requested number of offers is received, the evaluation takes place.

If no offers are received or none are administratively compliant or technically acceptable, it may appear appropriate to ask for clarifications or adapt the specific ToRs and launch a new request.

If this is impossible, the required services shall be contracted in line with the appropriate tendering and contracting procedure foreseen either in the financial regulation and related implemented rules or by the PRAG, depending on the nature of the budget line used

- Step 6: Notification of results

Once the evaluation has been completed and the necessary visas given, the result of the evaluation, favourable or unfavourable, must be notified to the framework contractors within 14 calendar days from the deadline for submission of offers.

- Step 7: Sending the specific contract

Two originals of this Specific contract must be sent to the selected Framework contractor.

The Specific contract signed by the UfMS must also be faxed or sent scanned by email on the day it is signed. The specific contract enters into force on the day it is sent scanned or faxed, signed by the UfMS.

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- Step 8: Validation of the specific contract

The original must be delivered to the Procurement Service, informing on the real starting date of the specific contract.

- Step 9: Assessing the contractors performance

When the assignment is finished and the final report approved, the Project Manager must finalise the assignment by dispatching the closure note and finalising the Framework contractor's performance assessment after consultation with the latter. The latter document, together with an optional comment by the Framework contractor, will be part of the documents recorded and available for consultation by the UfMS authorised staff.

2 Request for services

A request can only be issued during the period of validity of the framework contract. The resulting contract can be concluded and implemented (addenda inclusive) provided the Specific Contract received before the expiry of the FWC.

The UfMS is never authorised to indicate the name of an expert it would like to see proposed. Furthermore, when relaunching a request, the UfMS is not authorised to disclose the names of experts proposed in the previous round.



2.1 Availability of funds

In contrast to a service contract procedure (where a suspensive clause may be added), requests cannot be issued under the framework contract if no funds are available to cover the operation.

When encoding the request, the user has to enter the references of the budget line/commitment. It is strongly suggested not to use budget lines of which the deadline for payments closely follows the end of the Specific contract implementation.

2.2 Specific ToRs

The specific ToRs must contain all the information necessary to the Framework contractor to submit an offer and to the user to check that the outputs received and accepted match those requested. The quality and, in particular, the clarity of the specific ToRs is critical for the quality of the offer and for the success of the assignment.

Special attention should be paid inter alia to the following aspects:

- The inputs must be realistic to achieve the required outputs and their cost should not exceed the budget fixed in the Request
- The inputs must be clearly defined (in quantity and quality) to allow the offers to be established and to allow their comparison. They must be measurable.
- The timing should be realistic and allow a) the contractor's quality control of the outputs and b) the UfMS to make their comments and the framework contractor to integrate them.
- The outputs must be clearly defined and measurable.
- Requirements for expertise must be realistic and match the expert category.

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In particular, it is not allowed to ask from a junior expert to have such a level of experience that only a senior expert could satisfy such a requirement. The minimum number of years of experience as set in the ToR for each by expert's category may not be changed through the specific ToRs.

The specific ToRs should not exceed ten pages. The annexes should be kept to a minimum. Indeed these, together with additional information deemed necessary for the execution of the mission, can be provided to the selected experts at the briefing session.

The specific ToRs must contain all the topics specified in the template provided with the Tender Dossier. The most important aspects are:

- the context of the mission, identifying inter alia other key actors who can affect the mission (such as those for example who should be interviewed),
- the experts' profile and/or a description of the expertise required including the categories of expert(s) as well as the minimum required expertise and the equivalent experience,
- the required outputs;
- the methodology proposed for the assignment,
- the quantified inputs;
- the start-up period;



- the date (or deadline) for submitting reports (including draft reports), taking into account the time for comments needed by the UfMS;
- the date (or deadline) for submitting the final version;
- provisions regarding taxes and VAT in particular.

The experts' man-days are always expressed in working days.

The contractual periods, e.g. for submitting the offer, for carrying out the assignment, for submitting the report and comments etc., are expressed in calendar days.

2.2.1 Prior reading of the ToRs

A deep knowledge of the ToRs is essential before drawing up the specific ToRs. The specific ToRs do not grant any derogation to the provisions set in the ToRs or other contractual documents.

2.2.2 Content

The specific ToRs must be clear, accurate and complete. Regardless of the type of Specific contract, fee-based or of global price type, the inputs may indicate in terms of working days per category of expert, number of journeys/missions "in situ" etc.

2.2.3 Methodology

The specific ToRs may indicate a methodology to follow. It should not be binding if, for example, the result to achieve is a study. Indeed it can occur in the course of the assignment that the foreseen methodology does not allow this contractual output to be delivered. In order to avoid addenda and micro-management, a methodology is therefore deemed to be indicative only.

The methodology may, however, impose some mandatory elements such as the stakeholders to be met absolutely (key ministries or other entities), projects to visit etc. To verify this, the agenda of the visits, copies of business cards etc. may be required in the final report. There is no need to use a unit price contract to ensure that such verification is possible.

A methodology, describing inter alia the deliverables must always be submitted. It is to be submitted as part of the offer.

2.2.3.1 Background

The general information must describe the background of the assignment, in particular:

- the stage of the project cycle (formulation, evaluation, implementation...),
- stakeholders involved,
- other project/programmes linked to the mission.

2.2.3.2 Expected outputs

It is essential that the expected outputs are accurately described (observable and measurable). This description can then be used to determine whether the framework contractor has delivered the requested outputs in conformity with the specific ToRs.



2.2.3.3 Experts' profile or description of the expertise

The experts' categories are limited to two: junior expert and senior expert.

The minimum years of experience relevant to the sector (as per ToRs) are:

- 3 years for the Junior expert
- 8 years for the Senior expert

This number of years is set in the Framework contract (ToRs) and may not be changed by the specific ToRs. Any request for more years of experience is automatically void and only the contractual minimum of years indicated above applies.

The expert proposed by the Framework contractor can have more years of experience.

It is inappropriate to require experience gained in the context of projects financed by the European Union.

The Specific ToRs **may either:**

1. describe the profile of the experts required on the basis of the definition in the ToRs: example 1; or
2. describe the expertise required: example 2; or
3. use a combination of both options: example 3.

In the first and third cases, an indication of the anticipated number of experts and the days per category must be given, in which case the Framework contractor is responsible for proposing a team covering all the expertise required. The category or categories of experts required and the related input per category must be indicated in all cases.

Example 1:

- expert A: 1 Senior category, covering areas of expertise a and b, 3 working days.
- expert B: 3 Junior category, covering areas of expertise c and d, 6 working days.

Example 2:

A maximum of three Senior category experts, covering expertise w, x, y and z.

Example 3:

A maximum of three Senior category experts covering areas of expertise k, l and m and a Junior category expert covering area of expertise n, 3 working days.

A common expertise to all the experts (e.g. linguistic knowledge) may also be required.



Unless otherwise indicated in the specific ToRs, the framework contractor must designate the expert who will be the team leader.

An expert or part of a team of experts of a specific gender may not be requested (apart from in exceptional cases justified by the particular conditions in a given project).

The Specific ToRs must clearly define and identify the minimum skills required from each expert or from the team. Any offer which does not cover these skills will be declared administratively non-compliant and non-eligible for further examination.

Contract Manager

The Contract Manager identified as such in the Framework contract may not be contracted for the execution of an assignment in the Specific contracts. Indeed, the purpose of this function is to manage the execution of the Framework contract. However, in case of special difficulties he/she can intervene "in situ". He/she or another member of the Management team can be invited via the Specific ToRs or via a later request by the UfMS to participate at the briefing or/and debriefing session. In this case, the corresponding cost will be borne by the project (part of the contracted amount).

Knowledge of local language(s)

If the knowledge of a local language is required, the possibility is offered to the FWCr – unless specifically forbidden in the Specific ToRs – to replace language skills required from the expert's by an interpretation and/or translation service. These service cost will be added to the fees for the purpose of the financial evaluation.

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Local expertise

It is strictly forbidden to make a distinction/discrimination between local, international, EU experts etc. All experts of eligible nationality must be treated equally in terms of access to any function specified in the specific ToRs. If a particular area of expertise related to specific local conditions is necessary for implementation of a given assignment, the specific ToRs may indicate this requirement by means of technical, objective, transparent and non-discriminatory criteria.

E.g.: knowledge of national institutions, of the local context etc.

Framework contractors must reflect in the fees, per diems, travel costs, etc. if the proposed expert is a local resident or has been identified on the local market.

Key experts

There is no distinction between key and non-key experts for the purposes of the framework contract. All the experts must be identified (profile or expertise) in the specific ToRs and must be proposed, evaluated and form part of the initial contract. However, regarding the text of the Statement of exclusivity and availability, part of the PRAG annexes, all experts contracted through a Specific contract are considered as key experts.



2.2.3.4 Duration of the assignment

The FWC does not limit the duration of an assignment. It begins on the date the experts are made available (e.g. for the preparatory "desk study", headquarters briefing, etc.) and ends when the UfMS formally accepts or rejects the outputs (e.g. the final report taking into account the comments on the draft report).

The UfMS may decide unilaterally to suspend the performance of the services or any part thereof for such time and in such manner as it may consider necessary. The written notification of the suspension, signed by the Authorising Officer interrupts the contractual obligations between contracting parties, except the payment obligations for services already rendered. The end of suspension is also notified in writing by the Authorising Officer. Resuming the assignment requires an up-dated statement of exclusivity and availability of experts. A replacement of one or more experts may be necessary, should they no longer be available for the period after the suspension.

Before the suspension is notified, the UfMS is invited to take the appropriate steps regarding the reporting. For example, an intermediary report showing the situation before the suspension may be necessary if, to continue the mission, a new team should be contracted.

Furthermore, when no suitable experts are proposed to replace the initial team, the finalisation of an action may require a new request and a new specific contract.

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The total duration of an assignment, i.e. the performance period of the specific contract, must be higher than the number of the expert's working days and must include the period of time set aside for providing the comments on the draft final report. That duration must be stipulated in the specific ToRs.

2.2.2.5 Timetable of the assignment

It includes:

- the assignment start-up period: fixing the precise date should be avoided. The date will be agreed upon in writing after the specific contract has been signed;
- the stages of the assignment (not necessary for the Global price contracts);
- the performance periods specified for each expert, particularly if the performance periods are not continuous (not necessary for the Global price contracts);
- the period of the briefing/debriefing meetings, when relevant;
- the timetable for the reports which must indicate the following submission deadlines:
 - o for the draft report(s);
 - o for the comments by the UfMS;
 - o for the amended final report (Article 22.3 GC states that "*the contracting authority shall prescribe a period for making the amendments*").

The approval of the final report defines the end date of the assignment. Any delays attributable to the Framework contractor in relation to the deadlines indicated in the specific contract may give rise to late delivery penalties with effect from this date according to the provisions foreseen in the General Conditions.



Furthermore, the UfMS may evaluate the repercussions of the performance delays, in particular for the feasibility studies, the preparation of a financing proposal and cases where the final assignment report may be critical for the subsequent stages of a project or programme. The assessment of the damage can be carried out independently of the choice to terminate the contract.

A detailed timetable of the days worked (indicating where the work is to be carried out), even if only indicative, particularly for the breakdown of the days between experts, helps avoid subsequent disagreement – notably in the case of a fee-based contract - on the numbers of days to be paid, per diems, etc. The timetable must indicate the number of days worked per expert (or per category if only the expertise is specified).

Travelling days undertaken by the expert in the interest and for the needs of the mission are regarded as working days. The days during weekends and legal holidays when the expert is in the place of the assignment are deemed not worked. The Project Manager cannot through the specific ToRs or subsequent instructions oblige the expert to work weekends or legal holidays. Both parties may however reach an agreement on a week-end/legal holidays work in the case of a fee-based contract.

However, the expert does not need such an agreement when not on mission in the field. She/he is free to work during week-ends and/or legal holidays for example, on the report.

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In the case of global price specific contracts, the UfMS has no control on the inputs, the framework contractor may decide the most appropriate way of allocating the inputs in order to achieve the outputs requested in the specific ToRs.

It is strongly recommended NOT to contract events/conferences taking place in the distant future when a number of key data's are missing (place of event, departure place/number of participants etc.). If it is however necessary to proceed in this way, the budget foreseen must reflect the uncertainty about future costs, inflation included.

2.2.3.6 Reimbursable costs

All authorised reimbursable items must be described in the specific ToRs. These are typically international travel costs, per diems and services such as interpretation, translation, publication of adds, rental of equipment as well as for the supply of material such as leaflets, USB sticks, DVDs etc. None of these costs is covered by the fees. They must be foreseen and invoiced under the reimbursable items. The selection of the support staff or of services providers does not have to be approved by the UfMS.

Local travel: Provision for local travel must be foreseen in the specific ToRs when such “inter-city” travel is necessary and in the interest of the assignment. “Intra-city” travel (city where the expert is staying) is covered by the per diem. The UfMS can stipulate the type of vehicle and/or other specifications such as the need for a driver.

Study trips/Debriefings/conference: when necessary, a workshop or a conference e.g. aiming at presenting the outputs, the framework contractor may also be required to organise such an event



including the participants' travel arrangements. The service can include conference room booking, supply of refreshments, coffee, etc., as well as - framework contractors not being travel agents - simple travel arrangements (e.g. travels, hotel rooms booking, prepayment of pocket money) for a limited number of participants. This service can only be marginal compared to the rest of the assignment. The specific ToRs must detail the eligible services related to this event, e.g. telecommunication and secretarial costs (different from those covered by the fees).

Place of assignment: in some cases, the places where the experts will have to go are not precisely known at the time the request is launched or it is the experts' task to define/specify these places. As for the departure place mentioned above, the specific Terms of Reference should define a scenario - reflecting the most probable future situation - on the basis of which the offers will be prepared. The different locations and the number of days/nights spent there should preferably be replaced by the definition of the per diem unit amount, corresponding to an average amount estimated by the task manager, to be used in all offers.

Visas: The visas are eligible costs.

2.2.3.7 Reporting

The work performed by the framework contractor in implementing each assignment is usually subject to reporting (progress reports, technical reports etc.).

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Inception reports should be avoided because the experts' mobilisation time is short and, in principle, no substantial change occurs between the time specific ToRs are drawn up and the assignment starts.

The specific ToRs must clearly indicate for each report or any other outputs requested:

- the dates or deadlines for submission/delivery (see “timetable” above);
- the format of the report to be transmitted (paper/electronic version) and, if appropriate, the maximum number of pages, the need or otherwise for an executive summary, the sections to translate etc.;
- the number of copies requested for each report. The global ToRs specify a maximum of 2 paper copies plus one electronic version, the price of which is included in the fees. This limitation of copies does not affect specific material to be produced by the Framework contractor such as documentation to be distributed.
- delivery conditions (CIF, FOB.....).

Should the UfMS decide to fix the place of the final report drafting and/or of the integration of the comments, this must be specified in the Specific ToRs. In absence of such indication, this place is at discretion of the Framework contractor but no related per diems are eligible.

2.2.3.8 Briefing/debriefing

When justified by the complexity/sensitivity of the mission and in the interest of the project, it is recommended that the UfMS requires that a member of the management team of the framework contract participates in the briefing and/ or debriefing session in order to ensure a perfect



understanding of the mission by all stakeholders. In this case, his/her CV will be part of the offer but will not intervene in its technical assessment. In extreme cases (e.g. a proven ignorance of the working language of the mission), another expert than a member of the Management team can be proposed. The cost of his/her mission (travel, per diem and fees) is an eligible item. In the financial evaluation, his/her fees are to be added to the experts' fees.

2.2.3.9 Interviews

If the UfMS decides to interview experts, this must be mentioned in the specific TORs. These will indicate which expert will be interviewed (e.g. the team leader, or all senior experts or the awareness strategy expert) and the most likely date of the interview. Interviews may take place via telephone.

2.2.3.10 Contractual terms

No clauses contradicting the General and Special conditions of the FWC.

2.3 Launching the request

2.3.1 Request for Quotation – Expenditure Request

The requests must always be following the approved forms and include the relevant visas/approvals.

When receiving a request for services or a specific contract still bearing the mark DRAFT or - in case of a Specific contract - without a signature and date or not conform to the contractual model, the contractors are invited to report the anomaly to the email sender and to the UfMS.

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The Request sent to the Framework contractor does not have to bear the signature of the authorising officer.

2.3.2 Drawing up the request

For details of data entry, the Project Manager should refer to the Tender Dossier or to the Procurement Service.

Budget

The budget must be correctly calculated and should enable the framework contractors to make an offer either using up to the maximum fees laid down in the contract or an average of these maximum fees. In particular, Project Manager cannot set a budget so low that it becomes impossible to make an offer using the maximum fee as fixed by the Framework contract. They should base the budget on the average of the maximum fees for a given category of the framework contractors available – rounded and per category. They must also include in the budget the travel expenses and per diems for all the experts as it is not authorised to force the Framework contractor to propose experts resident in the place of assignment by a budget "omitting" the per diem and/or international travels.

If the presence of one of the Management team members is required at the briefing or/and debriefing session "in situ", the cost of his/her mission (fees, per diems, travel....) must be included in the budget.

The cost of travels to/from the place of mission is an eligible costs regardless the place of departure/return. However, the eligible amount may not exceed the cost of an equivalent (mean of



transport, class...) travel from/to the place of the permanent residence of the expert. The term "residence" used in these Guidelines is not to be interpreted as meaning only the permanent residence of the expert.

The type of Specific contract

The Project Manager must indicate whether the specific contract is fee-based or global price-type.

(a) "fee-based"

This type of contract is particularly suitable for technical assistance services where, above all, the presence of the expert is required to assist the UfMS for example by a daily guidance, reports being secondary. It is also to be used when, besides the study, a large amount of reimbursable costs is contracted for study trips,...

(b) "global price"

The global price should be used when the key objective is the production of studies, reports, evaluations, analysis etc. even when organising a simple event such as a debriefing session or a workshop (sufficiently well defined) is part of the assignment.

Even for the Global price contract, the inputs are not paid for outputs which are not delivered or accepted or cancelled. Using the detailed offer, the value of the undelivered/not accepted/cancelled outputs is established and is consequently considered as non-eligible for payment. For example, when a workshop to present a study is cancelled, the man-days foreseen for the workshop, the days of travel, related per diem, conference room rental etc. are deducted from the contracted value of the Specific contract.

It is not possible to conclude a fee-based specific contract when the option "global price" was selected in the Request and vice versa. The change of the mode of payment is possible only before the contract signature. It is possible to notify the change to the Framework contractors by an email.

Regardless of the type of a Specific contract, "fee-based" or "global price", a modification to the outputs initially agreed in the Terms of Reference requires a modification of the inputs via an administrative order (e.g. a budget reallocation for a unit price contract, in line with the General conditions provisions) or a rider when, for example, an additional commitment is necessary.

Eligible Nationalities of the members of consortia and sub-contractors

Members of consortia and sub-contractors - to be clearly identified in the offer - must also meet the eligibility rules. If a member of a consortium does not have the eligible nationality, this member may not be involved in the action implementation (but the consortium is not rejected)

The eligibility of legal persons (companies) does not follow the same rules as those of physical persons (experts). In case of doubt, particularly if the legal person is not of EU origin, the framework contractor is invited to check with the UfMS and comply with the response received.

Number of experts by category



If the specific ToRs specify an expertise rather than experts' profiles, the categories of experts required to cover a given of expertise must be indicated. The maximum or indicative number of experts per category may also be stated. The framework contractor is responsible for setting-up a team and allocating the number of days per expert within a given category.

Indicative assignment start-date

This is the date estimated at the time the request is issued. It should match with the period indicated in the Specific ToRs. From this date, the expert who intervenes first in the project must be ready to carry out the assignment. It is the date when the expert is mobilised, not necessarily the date of his/her arrival in the place of assignment if, for example, a briefing at the Headquarters is foreseen. The period between the faxing of the signed specific contract and the starting date may not be less than 10 days but the UfMS and the retained Framework contractor may agree to shorten it.

Duration of the assignment

The assignment begins on the starting date of the expert's actual first involvement, either at his/her place of residence (desk study), departure date of his/her journey to the briefing or final assignment location etc., and it ends when the contracted outputs are approved (with or without restriction) or the definitive rejection of all or part of the outputs is notified by the UfMS. The duration is expressed in calendar days.

Time-limit for submitting offers

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This must be expressed in calendar days. The contractual deadline for framework contractors to prepare their offers is **at least 10 days** from the sending of the request.

In many cases it is appropriate to extend this period, e.g. when assignments require complex expertise, larger teams or the request is issued in a holiday period, for instance at Christmas or during July, August etc.

The UfMS may also propose to shorten this period. In such a case, when sending a Request with a shortened offers submission period, the Project Manager must include the following sentence in the email: "unless we receive your formal refusal within one working day of the sending of this email, we shall consider that you agree to the offer submission date." However, as this is a change to the terms of the Framework contract, if at least one of the Framework contractors refuses the shortened period, the "10-days-minimum" rule applies and the Project Manager notifies all the Framework contractors of the new submission deadline complying with the contractual provisions.

The request must be sent the day of the visa/approval is given. When a mistake, incomplete information (for example on eligible nationalities or expert's category) or the identification of a conflict of interest prevents the Contractor from identifying expert(s), the submission period for offers must be extended to the number of days suggested by the UfMS and agreed by the Contractor. If the problem of conflict of interest affects one Contractor only and if in fine the conflict is not established, this period will be extended for this Framework contractor only.

2.3.3 Sending the request



Sending via email. Until it receives its final visa, the document may neither be sent by the UfMS nor accepted or processed by the Framework contractor.

If these documents are sent later, after an incomplete e-mail was sent in which these documents were not attached, the deadline for submission of offers is to be postponed accordingly.

The Request bearing the signature of the authorising officer is only for archives and should not be sent scanned or otherwise processed.

Acknowledgement of receipt

Framework contractors are obliged to acknowledge at latest the next working day following the sending of the Request:

- the receipt of each request,
- the intention to make offer on the basis of the allocated budget and the specific Terms of Reference.

The template of the acknowledgement of receipt is available on the tender dossier.

If the acknowledgment is not received within the period foreseen, the Project Manager must contact - preferably by phone - the Framework contractor concerned to check the situation.

2.4 Relaunching the request

The request can be reissued in the following circumstances:

- When one or more substantial changes to the request or to the specific ToRs are required even before the reception of the offers. The request can be adapted and the contractors informed by email about the changes.
- When the offer evaluation is unsuccessful. Having examined the reasons of the failure, the Project Manager may decide to adapt the Terms of Reference, in particular, when possible, making the requirements (timing, expertise required etc.) match the market possibilities. The procedure for relaunching is the same as for the first version.

2.5 Cancellation without relaunching

The consulted framework contractors should be informed and the request for services cancelled via e-mail.

3 Offers

3.1 Clarification

When drawing up their offers, framework contractors may ask the Project Manager for clarifications on:

- a) the request, e.g. on the budget, the eligible nationalities of the legal or physical persons and/or
- b) the specific ToRs, etc.

Answers are sent to all selected framework contractors at the same time. The framework contractor who raised the question should not be identified. An extension of the deadline for submission should



be considered and must be granted when the clarifications affect the FWCs selection of the experts or presentation of offers.

Any potential error in the budget or in nationalities should be highlighted to the UfMS within the first working day following the reception of the request. Any conceptual error such as a problem of timing or an inadequacy between the outputs required and the inputs foreseen should be highlighted as soon as possible.

If a request for clarification leads to a change in the specific ToRs, the Project Manager should amend them and inform the framework contractors, or send all the framework contractors an updated version of the specific ToRs. This new version must be attached to the files.

The budget set in the request should enable the framework contractors to propose the required experts using the whole range of fees, up to the maximum contractually authorised. If a mistake in the budget is reported, the Project Manager should check it and, if appropriate, indicate his decision to the Framework contractors. Either he will draw up a second version of the request or inform by email all the framework contractor of the new budget to be taken into consideration.

A possible error in the budget highlighted just before the offer submission date does not justify the absence of an offer.

3.2 Lack of offers

3.2.1 Obligation to submit an offer

The framework contractors have the obligation to submit an offer for each request they receive. If a framework contractor cannot mobilise an expert team without going through elaborate subcontracting arrangements, the UfMS shall accept this as a legitimate reason for not submitting an offer. If the reason is different, the UfMS shall consider the situation and decide whether accept it as legitimate or not.

3.2.2 Conflicts of interest

- a) Ex-post: The basic principle is that there is no automatic conflict of interest. If need be, the Project Manager must specify which previous actions present a conflict of interest with the mission, purpose of the ToRs. Indeed, as the framework contractor is responsible for reporting as soon as possible any (risk of) conflict of interest to the Project Manager, he will be able to assess if there is a conflict or not.
- b) Ex-ante: Framework contractors are not allowed to refuse to make offers on the grounds that their involvement in an action through the framework contract would/will constitute a conflict of interest for a potentially more advantageous future action depending on the first one. Such behaviour may lead to the suspension of the framework contractor.

Framework contractors must inform the Project Manager as soon as possible of any (risk of) conflict of interest. In the absence of information on conflict of interest in the Terms of Reference and/or in case of doubt, the framework contractors are invited to consult the Project Manager who should take a position as quickly as possible.



The participation of an expert or member of a consortium in the preparation of a project does not represent automatically a conflict of interest excluding the consortium from being selected to present an offer in the context of the Framework- contract. The Project Manager decides on a case by case basis if the conflict of interest concerns only one or all the members of a consortium.

On the other hand, the framework contractors must refrain from requesting the UfMS to confirm their eligibility for a future, linked action and the UfMS should refrain from taking a position and to inform a framework contractor that he can or cannot participate in the tendering process for an action that follows the first and for which he is responsible. Indeed, only the Project Manager or the Evaluation committee of the next action will be authorized in due course to take a position on the conflict affecting his project due to the participation of a member or an expert in the previous phase.

3.2.3 Incapacity to identify experts

If the framework contractor is unable to identify the requested experts within the fixed deadline it must inform the Project Manager as soon as possible. The framework contractor must specify what problem has been encountered. If the market really cannot meet the requirements of the specific ToRs, the Project Manager should amend them and relaunch the request with the same Framework contractors.

If it turns out that a given Framework contractor is regularly unable to identify experts, its suspension might be considered by the UfMS.

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In order to give the framework contractors more flexibility, the project manager should identify the expertise to be provided by the team of experts rather than by each of the experts.

3.3 Content of the offer

Each offer (for Fee-based and for Global price Specific contracts) will be detailed and follow the contractual template also available on the tender dossier.

The offer comprises:

- a financial offer in accordance with the standard model giving the experts' names and an itemised budget. The footnotes of the contractual model should not be changed. The financial offer should be set out in the same way and with the same level of detail regardless of the type of the Specific contract, global price or fee-based.
- a methodology, with details about the deliverables and services quoted.
- the CVs of all the experts
- Statement of exclusivity and availability from each proposed expert. Exclusivity applies only to the request and version (revision) concerned.

An expert may be proposed by another consortium in the event of a new version of the request.

Exclusivity and availability also mean that the days invoiced for an expert cannot be invoiced to another project. At this stage of the procedure, the Statement of



availability and exclusivity duly signed by the expert can either be faxed or scanned and sent by e-mail. If the same expert is proposed by two Framework contractors:

- a) but the signatures on the statements are not the same, a copy of an identity document should be requested and signatures compared. In case of discrepancy a clarification should be requested and in case of a fraud only this offer should be rejected.
- b) and the signature are the same, a clarification should be requested and decision on rejection(s) taken consequently.

When an expert is employed by a Company, his employer may be the signatory but it must be clearly indicated that he is signing on behalf of the expert. Any company may sign the Statement on behalf of an expert but must join an explicit message from the expert where he confirms to be available and to work exclusively for this company.

A certificate from the expert's employer to support the CV references is not required at the submission of the offer. However, the Project Manager may, if he/she deems it necessary for one or more particularly relevant references, request such a certificate or ask the opinion of a colleague, who has already called on the expert.

Reimbursables

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Each item under reimbursable must be detailed in order to allow a judgement to be made of whether the prices offered correspond to the market price. The quantities must be specified (e.g. 50 translated pages for 250 €, 5 days rental for a Four wheel drive car for 1000 € etc.). Grouping items (e.g. 2 weeks of interpretation, 1 week of driver and 3 weeks for a draftsman for 5000 €) or without quantities (e.g. translation for 2000 €) without details (e.g. one workshop for about 50 participants at 10.000 €), is not acceptable.

Travel

The cost of international travel constitutes one item of the reimbursable costs in the offer. However, if there are several trips/destinations, the framework contractor must add an itemised list of costs to allow the comparison with the market prices.

Experts – civil servants

The General Conditions lay down that Civil servants and other agents of the public administration, regardless of their administrative situation, shall not be recruited as experts in contracts financed by the EC in the beneficiary country, except with prior approval of the UfMS. It is recommended to ask for such prior approval before hiring the expert. This provision does not apply to the civil servants and other agents of the public administration of another State.

Interview

If an interview has been foreseen, the phone number and other relevant information for contacting the expert must be indicated in the offer.

Submission



Offers must be sent by email. Financial offers do not have to be signed.

3.4 Validity of offers

Offers are valid for 14 calendar days after the deadline for submission. This period covers the evaluation, the interviews (if foreseen) as well as the consultation of the beneficiary when the action is carried out in mixed interest. On the 15th day the team can be disbanded and proposed for another assignment. The Project Manager may, however, ask for an extension of this period but the framework contractor has the right to refuse. If one Framework contractor among these who submitted an offer refuses, either the 14-day validity period must be respected or the Request must be relaunched (with the same Framework contractors).

4 Evaluation of offers

The competition between the Framework contractors shall respect the principles of transparency, proportionality, equal treatment, non-discrimination and of sound competition.

4.1 Reception of offers

4.1.1 Acknowledgment of receipt

The Project Manager must confirm the reception of the offer. Failing this, the framework contractor may contact him to ask for confirmation.

4.1.2 Number of offers

If an offer is not received by the deadline and in the absence of any notification from the framework contractor that it will not present offer, the Project Manager must, before the evaluation starts, contact the framework contractor in question to check whether or not an offer was sent. If the offer was not received because of a technical problem and the framework contractor can show that it sent its offer in time, or if the deadline has been slightly missed, the offer may be accepted. An offer received after the evaluation has started must be rejected.

It is not necessary to receive all the offers requested. Even if only one offer is received, it must be evaluated. If it is administratively and technically compliant, the specific contract should be concluded.

4.1.3 Missing documents

Framework contractors must submit the experts' Statement of exclusivity and availability and Methodology. The absence of these documents does not constitute a reason for immediate exclusion. The Project Manager should ask the framework contractor to submit them rapidly (in principle in the coming hours). During this period, the evaluation can be continued. If one of the documents is not provided at the expiry of this period, the offer must be eliminated.

4.2 Evaluators

The concerned Evaluation Committees as mentioned in point 1.9 above select the economically most advantageous offer. They are selected by the Secretary General within the expenditure request approval. All the evaluators must sign the statement of confidentiality and impartiality because the UfMS has the obligation of confidentiality regarding the content of the offers.



In principle, one of the evaluators is the Project Manager and the other can be external to the Communications & Public Affairs Department.

4.3 Evaluation procedure

4.3.1 Administrative compliance

Administrative conformity is the first stage of the evaluation. Compliance with the following criteria must be indicated by "Yes" or "No" in the evaluation report:

1. Receipt of offer within the time-limit,
2. Compliance with the nationality eligibility rules (experts, companies, members or sub-contractors) and no sub-contractor has been banned from participation in tenders by the UfMS,
3. Compliance with the fee maxima contained in the global financial offer,
4. Respect of the budget if the request sets a maximum budget,
5. Compliance with the minimum experience required

If the answer is "No" to only one of the above criteria, the offer is not administratively compliant and has to be rejected. It is not possible to change a "NO" into a "YES".

If the same expert is proposed in more than one offer, all these offers are in principle to be rejected. However, the committee is invited to ask the relevant framework contractors to clarify the situation and take steps only in the light of the explanation received. In particular, in cases where the signatures are different, the committee asks for evidence (copy of an identity document showing the expert's signature) so as to eliminate only the offer containing the irregular Statement.

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Criterion 1

If an offer is only slightly late and arrives before the evaluation starts, it may be accepted. This can in particular be the case if there are, for example, email connection problems and the framework contractor can prove it was sent within the deadline.

Criterion 1 or 4

If an offer does not fulfil the criteria 1 or 4, and if the other offers are not technically acceptable, the evaluators may decide to examine the technical qualities of the administratively non-compliant offer and in fine accept it.

This is not authorised where criteria 2, 3 or 5 are not fulfilled.

Criterion 3

The offers that do not comply with the maximum contractual fees must be excluded from the evaluation.

The Committee will also verify if the documents submitted (Financial offer, CV, Statement of exclusivity and availability ...) respect the contractual models available on the Tender Dossier. In particular, it will check whether the name of the member or members of the consortium implementing the mission are indicated, if the sub-contracting is identified etc. The footnotes the



FWC would have introduced in the offer may not change the contractual terms. At the Committee's request, the framework contractor is allowed to complete the missing information.

4.3.2 Technical and financial evaluation

The technical and financial evaluation includes 3 criteria:

1. CVs of experts for the category and the expertise or profiles defined in the specific ToRs and the availability of experts, in addition to the compliance with the minimum requirements already checked at the stage of the "administrative" evaluation,
2. the methodology,
3. the financial offer.

Criteria 1 and 2

- Points out of 100 will be given by the committee. Either the committee agrees on common points or each member allocates his/her points and the average (possibly weighted) will be taken into consideration. If the weightings for criteria are not defined in the specific ToRs, all the criteria will generate a single mark (points). If the weighting for criteria have been announced, the weighted average will be used. Indeed, the specific ToRs may specify weightings, for example, for the Team leader and the rest of the team, for the senior experts and junior experts, for the methodology and CVs etc. There are no elimination thresholds as any offer that has met the administrative criterion of minimum required expertise is deemed technically acceptable.
- The evaluators attribute also points to the conformity of the services / deliverables described in the methodology with the Specific ToRs requirements.

Criterion 3

The total fees and the cost of services and deliverables are considered.

If an offer proposes an additional know-how, even if useful, which is not required by the specific ToRs, the evaluators may not privilege this offer. If they consider that this know-how is needed, a new request must be launched with the same framework contractors using amended specific ToRs.

Whilst for reimbursables directly linked to the expert's performance (his flights, per diems, services of on interpreter supporting the expert etc.) are not considered in the Financial evaluation, the cost of the deliverables linked to the output/event (DVDs, USB sticks, exhibition stands, brochures...) is considered.

Technical points obtained for each offer are reported to the technical points of the best offer, thus resulting in a score. In the same way, the total of the fees is used to obtain the financial score. Technical and financial scores are weighted 80% and 20% respectively.

4.3.3 Interviews

If an interview is foreseen in the specific ToRs, all members of the Evaluation Committee will participate in the telephone call. The evaluation committee organizes the interviews and pays the related costs (phone, except for roaming charges incurred by the expert). Experts for who an



interview is foreseen will be interviewed provided the corresponding offer is administratively compliant. The questions prepared in advance and answers will be in written and become part of the evaluation report. Following the results of the interviews, technical points can be adapted before encoding them in CRIS. The Framework contractors must avoid proposing experts who cannot be reached on the date foreseen in the ToRs for the interview.

4.3.4 Checks on the selected offer

Regardless of whether the contract is a global price or fee-based, checks should cover inter alia:

- the per diems,
- the arithmetical calculations,
- reimbursable costs: these must correspond to the services set out in the specific ToRs and to market prices. This last point is particularly important for a global price contract since no invoices from the service providers will be provided, correcting an unrealistic price after such a price was contractually accepted.

4.3.5 Sub-contracting

If subcontracting or an arrangement with another entity other than a member of the consortium is foreseen in the offer, the UfMS may refuse that offer when it is deemed that the sub-contracting is unclear or unreasonable. This decision must be justified to the rejected Framework contractor by the UfMS.

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The UfMS will reject an offer when:

- (a) the nationality of the envisaged entity/sub-contractor does not meet the eligibility criteria;
- (b) the proposed entity/sub-contractor has been banned from participation in tenders by the UfMS.

4.3.6 Approval of the evaluation report

The evaluation report must be approved by the Secretary General. All the Evaluators must sign the evaluation report.

4.4 Unsuccessful evaluation

If no offer is retained, the Project Manager is invited to collect from the framework contractors the information on the difficulties they have encountered in submitting a compliant offer and, if possible, he will adapt the specific ToRs in order to relaunch the request.

If the offers present some inconsistencies or missing elements that require further clarification, the Project Manager will contact the framework contractors to ask for clarifications on the issues identified. If the answers are clear and satisfactory the evaluation will go ahead.

If a revision is not possible, it is necessary to use another procedure foreseen in the PRAG taking into account the amount of the action. However, such a procedure may encounter the same difficulty with regard to identify experts matching the requirements. This procedure is longer and administratively heavier.



4.5 Notification of the results

Because of the limited duration of the validity of offers, the Project Manager must notify the results, taking into account the UfMS approval, **within 14 days** of the deadline for receipt of the offers. She/he should not wait for the Specific contract to be signed to notify the evaluation results. Models of letters to successful and unsuccessful contractors are available on the Internet.

The notification to the unsuccessful Framework contractors is important so that they can release their experts from their commitments. It will indicate the name of the successful Framework contractor, the total amount of the Specific contract awarded as well as the technical score of the unsuccessful Framework contractor, recipient of the notification.

It is forbidden to give any other information about the selected offer such as the amount of the fees (unit or total fees), name of experts etc. The frameworks contractors are requested to refrain from asking such additional information.

The unsuccessful framework contractors can ask the Project Manager for the reason for their rejection. It is not necessary to go into detail about the quality of the experts' CVs (or conformity of services) but a missing expertise or clear non-conformity should be disclosed. The framework contractor must be informed of any administrative non-compliance (error in nationality, exceeding the budget, offer exceeding the maximum fees/flat rates etc.).

5 Specific contract

5.1 Amendments to the offer

The specific contract is based on the offer that emerged successfully from an evaluation. This offer cannot be negotiated. Only corrections are permitted, such as:

- arithmetical or typing errors,
- per diems over the limit published on the website,
- reimbursable costs which clearly do not correspond to market prices,
- other possible errors identified by the UfMS that should be corrected.

Such corrections require an up-dated offer from the framework contractor who is not allowed to modify any other item/element of his offer for which correction was not requested.

5.2 Drawing up the Specific contract

The Procurement Service fills-in the fields foreseen for the Specific contract. Several pieces of information from the request and the evaluation report are to be transferred by the Project Manager. The start date will be encoded taking into account not only the time necessary for the financial commitment and the signing of the specific contract, but also the minimum period of 10 days to mobilize the experts as foreseen by the contractual provisions.

The starting date should not be confused with the validity date of the contract: the Specific contract enters into force and the expenses are eligible from the date of signature by the UfMS and the written notification of the Specific contract (date of sending it by fax or by email in the case of a scanned version).



Since the contract cannot enter into force prior to the date of its notification to the framework contractor, the UfMS has to send the specific contract by fax or the scanned version by email on same the day as the approval is given by the authorizing officer. The starting date is the date on which the expertise will become available for the project.

Once the visa procedure is completed, the Project Manager sends:

- 1) by fax or, scanned by email, the signed version: this faxed or emailed scanned version should neither be signed by the framework contractor nor sent back by him by fax/email. Indeed, such a counter-signed version may generate confusion between its date of signature by the Framework contractor and the date of signature on the original version of the Specific contract. Furthermore, only the signature on the original version is valid.
- 2) by courier, 2 complete sets of the original documents: two signed originals of the signed Specific contract.

The framework contractor must return to the Project Manager specified in the Specific contract:

- One complete set of documents countersigned (specific contract) as well as the original Statements of exclusivity and availability, if not already sent earlier. This statement must be the original version (showing the expert's original signature) of the scanned or fax version provided earlier. The Framework contractor must ensure that the signatory of the Specific contract has the appropriate authorisation to commit the leading firm, acting on behalf of the consortium. Indeed, the UfMS of a Specific Contract is entitled to require a copy of the document authorising the signatory to commit the consortium's leading firm.
- Possibly a request for the prefinancing payment. The Framework contractor may ask for a lower amount (percentage) than the maximum contractually foreseen.

5.3 Confidentiality

All the contractual elements related to Specific contract, notably the prices or the names of the experts are confidential and cannot be disclosed to a third party. The experts are a third party.

5.4 Amendment of the Specific contract

5.4.1 Amendment: Article 20.1 of the GC

If the contract requires substantial amendment before or during the assignment, an addendum is necessary.

In due certain cases, the addendum may be qualified as a negotiated procedure without publication in the sense of article 126(1)(e) IR. The aggregate amount of such additional services not covered by the initial contract which as a result of unforeseen circumstances have become necessary, may not exceed 50% of the value of the initial contract.

Any substantial amendment of the contract must be set out in writing in an addendum, to be concluded on the same terms as the original contract. If the request for an amendment comes from the framework contractor, he must submit it to the Project Manager in due time.



Examples of amendments involving an addendum:

- o Replacement of an expert, if the new expert has not the equivalent qualifications and/or experience than his/her predecessor;
- o an increase in the total cost of the contract;
- o a new item in the reimbursable costs.

5.4.2 Administrative order: Article 20.2 GC

The framework contract assignments are by definition short-term assignments and minor changes must be treated with flexibility while respecting the rules of good management.

An administrative order in the sense of the GC, art 20.2 may be given by the Project Manager in charge of operational aspects of the assignment.

An amendment is not needed:

- if it does not affect the basic purpose of the specific contract and,
- for a fee-based specific contract, the financial impact is limited to a transfer within the fees or between the fees and the reimbursables, involving a variation of less than 15% of the original amount of the contract.
- other cases considered by the UfMS.

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It is sufficient that the Project Manager gives his agreement on the modification in writing (administrative order).

Such variations may include additions, omissions, substitutions, changes in quality, quantity and changes in the specified sequence, method or timing of performance of the services.

Examples of amendments not entailing an addendum but a written administrative order:

- change of an expert, if the new expert has at least equivalent qualifications and/or experience than his/her predecessor
- a modification of quantities in reimbursable such as an additional international travel³,
- non-substantial change in the distribution of days worked among the experts or working on week-ends.
- authorisation to work on the spot during the week-ends for a fee-based contract.
- other cases considered by the UfMS.

Verbal order

An administrative order is deemed to have been issued for variations in the two following cases:

- a) when the Project manager finds it necessary to give an order orally which he shall as soon as possible thereafter confirm in written form;
- b) when the Contractor confirms in writing an oral order from the Project Manager and this confirmation is not contradicted in writing forthwith by the latter.

5.4.3 Change/addition of an expert



During the implementation of the project, the UfMS may, by written and justified request to which the framework contractor should submit its own comments together with those of the expert concerned, require the replacement of the expert he considers to be incompetent or unsuitable to carry out the mission entrusted to him.

In the case of a mixed interest, any new expert must also be approved by the beneficiary.

5.4.4 Reimbursables

The Services under reimbursable should always be quoted using "all-in" unit costs. If, for example, interpretation or translation services are required, these are considered as services contracted by unit (e.g. per day of interpretation or per a given number of translated pages, all inclusive). The reimbursement is therefore not to be based on interpreters' or translators' fees, flights, local travels, daily allocations etc. as is the case for experts. The services unit costs must be carefully checked against the market prices.

No reimbursable may be quoted as a lump sum (e.g. translation and interpretation for 5 000 €) as the reimbursement will by definition be made on the basis of the supporting documents (for fee-based contracts). Exceptions to the submission of supporting documents may be accepted when, for example, it is reasonably impossible to obtain appropriate supporting documents (e.g. for a local travel in a "taxi-brousse"). In all other cases, the supporting documents are required but "a provision" can replace unit prices when necessary.

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The items under reimbursable costs are not ceilings but forecasts. Changes to the unit prices do not require prior approval as long as the total amount of the contract is adhered to and the art. 20.2 of the GC respected.

Modifications in quantities of a reimbursable item must be covered by an ex-ante approval by the Project Manager or be a consequence of a modification in the assignment execution authorised by him.

For example, a Project Manager's authorisation for additional working days authorises ipso facto additional corresponding per diem as well as the acceptance of costs linked to a transport ticket change without the new total exceeding the total contracted amount.

5.4.5 Rider amount

The aggregate amount of the additional services not covered by the initial contract which as a result of unforeseen circumstances have become necessary, may not exceed 50% of the value of the initial contract.

5.5 End of the assignment

Approval of the results

The comments on the draft report should be consolidated, i.e. only one set of comments from all the authorities called on to make comments (e.g. Project Manager,), is sent to the framework contractor. In the case of differing opinions, these authorities should either reach an agreement or ask the framework contractor to present technical elements addressing the pros and cons of each position.



The reports (or other results) required by the specific ToRs must be emailed/delivered under the responsibility of the framework contractor, who guarantees the quality and compliance with the ToRs. A report sent by an expert does not commit the responsibility of the framework contractor and should be regarded as an informal document. The Project Manager should make sure that the duration of the assignment is long enough to enable the framework contractor to carry out the necessary checks and make changes in order to provide results of an appropriate quality.

As soon as the report is acceptable, the Project Manager sends the acceptance email addressed to the framework contractor inviting it to submit its final invoice as well as the requested number of versions of the final report: a model for this letter is available on the tender dossier. Without such acceptance, the final report will not be formally approved, the invoice will not be processed nor the payment period commenced. Alternatively, the report may be sent for formal acceptance together with the invoice, the payment period will begin when the report is accepted.

The Project Manager must comply with the period laid down in the specific ToRs for sending comments/accepting the draft report. If no period is laid down in the specific ToRs, the 30-day deadline laid down in the GC applies.

If the UfMS does not react within this time, a tacit approval procedure is foreseen: the framework contractor has to request in writing for comments/ approval of the report and, only in that case, if the UfMS does not react within 30 days of the receipt of this written request, the report is deemed tacitly approved.

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End of contract

The validity of the specific contract expires when all the contractual obligations have been carried out, including the final payment.

6 Payment

6.1 Type of contract

- For fee-based contracts the final payment is based on the real costs established on the basis of supporting documents (original invoices from the services providers for the items under reimbursables and/or the original receipts of beneficiaries of daily allowances, participants in events) as well as "time-sheets" (a copy is sufficient if the time-sheet has not yet been signed as approved and is sent with the invoice for such approval).

The distribution of the number of days per expert may vary compared to that total defined in the specific contract provided the variation is less than 15% of the amount of the contract and the prior approval of the Project Manager via an administrative order is granted. More substantial variations require a rider.

- For global price contracts, if the results comply with the specific ToRs, the invoice is paid on the basis of the total contracted price, no details or supporting document have to be provided by the framework contractor, or a fortiori required by the UfMS.



The final payment shall correspond exactly to the outstanding balance, i.e. to the difference between the total contract price and the payments already made (pre-financing and interim payments, if any). However, if an output is cancelled by a modification to the contract, or if it is not accepted or not delivered, the amount due will be limited to the value of the inputs corresponding to the results actually delivered and accepted.

6.2 Terms of payment

6.2.1 Prefinancing

There is provision for pre-financing of up to 20% payable within 30 days of receipt by the UfMS' finance department of all the following documents:

- the request for payment of pre-financing;
- the specific contract countersigned by the framework contractor accompanied by the signed financial offer and the initialled specific ToRs;

The Framework contractor may ask for less than the maximum of 20%.

6.2.2 Payment of the final invoice

The final payment is conditional on approval of the outputs, for example of the final report.

Payment must be made within 30 days of receipt of the final report (to be approved or already approved) and the final invoice accompanied, for the fee-based contracts, by supporting documents.

The end of the disbursement period if any fixed (e.g. in the Financing agreement) cannot be used to refuse to pay the amount due.

6.3 Invoicing

6.3.1 Conformity of the invoice

The invoice/ payment request from the framework contractor (the payee) is to comply with the tax legislation applicable in the country of its registered office. However, a receipt issued by a participant for reception of his/her daily allowance is not considered as an invoice following the same rule; such a document must however demonstrate the link to the project (at least identify the project as well as the Framework contractor).

The supporting documents for reimbursables must demonstrate the cost of each individual reimbursable item and be issued by the original service provider and not by an intermediary except if it is their statutory commercial activity.

If a clarification of the invoice or of the supporting documents proves necessary, the 30-day payment period is suspended for the contested amount. It restarts only when clarifications are received. The payment of the undisputed amount is due within the contractual payment period.

6.3.2 Eligibility of inputs



In some cases, costs contracted (fees, per diem, flights...) are incurred after the "End date of activities" or after the so-called operational end date. They must not be automatically declared non-eligible. Indeed, distinction should be made between three typical cases:

- a) The assistance is provided on a day-to-day basis: the core output is the daily advisory service and reports, if any, are of technical nature only to confirm the advice provided or are progress reports allowing the monitoring of the activity.

When the assistance is delivered beyond the contractual period of execution, it should be considered as an output falling outside the assignment description and is not eligible. The inputs for preparation of a final report, if any, mobilised after the TA has been delivered remain eligible.

- b) The core output is a report/study and the report is not delivered by the foreseen deadline, two situations should be considered:
 - i) After the foreseen deadline, the report is no longer needed or, alternatively, a part delivered can be accepted and used whilst the part still to be produced is useless (for example the report findings must be presented in a seminar and have no value if delivered after the seminar has taken place).

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When nothing is accepted, the UfMS must notify the termination of the contract on the basis of a breach of contract. It has not received any output and no amount is eligible for payment. When a part of the report is accepted, the work on the rest of the assignment is to be stopped and only the costs of the inputs in relation to the accepted part are eligible for payment.

- ii) Even when delivered late, the report is accepted and used. The (contracted and justified) inputs are eligible for payment but the UfMS is entitled, in line with art 19 of the General conditions, to flat-rate compensation, for every day of delay for which the Framework contractor is responsible.

Confusion should be avoided between the eligibility of a cost and the obligation of the Framework contractor to respect the deadline for delivery. Indeed, by accepting the report, the beneficiary creates legitimate expectations on the part of the Framework contractor regarding his right to be paid for the related inputs.

Furthermore, it is not authorised to ask the Framework contractor to continue to work, e.g. to ask to integrate comments made to the draft report or to invite the expert for a debriefing and then to refuse to pay related inputs on the grounds that the work/debriefing took place after the operational end date.

6.3.3 Disputed amounts

When issuing a credit note to allow the payment of the undisputed amount of the invoice, the Framework contractor does not waive its claim on the disputed amount. He may issue a new invoice



for the amount which was disputed but in fine declared eligible after clarification. Such an invoice should be paid as soon as possible.

6.4 Eligible costs

6.4.1 Fees

Fees cover:

- all the expert's costs (including his standard equipment such as computer, telephone, calculator etc.);
- all the contract management costs;
- all administrative expenses arising from the assignment, both at the head office of the framework contractor and the place of the assignment: in particular,
 - o the renting of premises,
 - o communication expenses,
 - o expenses of a secretariat, administrative support etc.
 - o the production of 2 copies of the report (and an electronic version).

It is not authorised to require or to consider that the fees cover also other costs such as translations, interpretations or rental of equipments, etc.

Travelling days are considered as working days, even if this involves a weekend. However, UfMS can agree on an alternative solution in cases where it is reasonable to consider that the expert could easily be available the same day for another project/client. For example, if the expert, living at Orly, must be at Orly airport at 23:00, it is reasonable to consider that this day is not sacrificed for the project and is therefore not eligible. On the other hand, if the expert lands in Amsterdam at 7:00 arriving from Suva via Sydney, given the jet lag, it is considered that the expert will no longer be able to work for another client and then the day will be charged to the project.

6.4.2 Per diems

Per diems cover accommodation, meals, transport costs at the place of assignment (intra-city trips) and ancillary expenses. The per diem are due per night, excluding nights spent in a means of transport (plane, train etc.).

Any expert is entitled to per diems if the assignment is performed outside his place of residence. If the assignment requires him to remain on the spot for one or more weekends, the expert is entitled to receive the per diems also for the weekend nights. For an expert not entitled to per diem (e.g. when he is resident in the place of mission, when there is no overnight), the food, the transport cost within the place of mission as well as all miscellaneous expenses are considered as covered by the fee or covered directly by the Framework contractor who may not invoice them as a distinct item.

The per diems indicated in the offer are those due to the experts. The maximum rates are published on the DEVCO website. The per diems applicable under a specific contract are those in force on the day the request was signed and are not revisable. If the countries to be visited are not known when the request for offers is launched, the offers will contain the average per diem imposed in the Specific ToRs. For a fee-based contract, the per diem corresponding to the countries where the expert spent the nights and not the average indicated in the offer will be invoiced and eligible for



reimbursement. If the trip requires a stop-over that includes a night, the per diem of the country where the expert incurred accommodation expenses are reimbursable provided they are not borne by the airline. Therefore, the Framework contractor has to provide his/her request to the airline and its negative reply.

Per diems are also payable to experts having residence in the beneficiary country as long as the accommodation expenses outside their place of permanent residence are justified by the assignment. In such cases the Project Manager and the framework contractor should agree ex-ante, in writing, whether per diems are payable or not.

When a rider or an administrative order is issued allowing for additional per diems, the per diem rate is that in force on the date of the offer for the additional inputs or, alternatively if it is a transfer within items, on the date of issuance of the administrative order. The original per diems must be spent first.

6.4.3 Reimbursable costs

This section does not list all eligible costs but merely clarifies certain points.

The amounts presented by the Framework contractor for reimbursement must be invoiced to the Framework contractor (consortium lead firm, any of its members or an authorised sub-contractor) to be eligible and not to a third firm/intermediary entity or an expert contracted for the assignment.

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The reference month for the exchange rate to be used is that corresponding to the date when the invoice is established by the service provider or supplier or the receipt established by the beneficiary of a daily allowance.

Travel

Journeys from the public transport station (train station, bus stop, airport...) closest to the place of the expert's permanent residence to the final place of assignment are regarded as "international travel". The sections of the journey before and after the international journey, including those between the town of arrival and its airport (e.g. from Zaventem airport to the centre of Brussels) are covered by the per diem.

The same rule applies for the return trip (per diem till the airport / public transport station of departure and international travel till the public transports station nearest to the place of the expert's permanent residence). The same principle is applied if the trip is not international (no State borders crossed) but it is the expert's travel to the place of assignment (for example for an expert living in Almaty and implementing a mission in Astana).

The cost of plane travel is reimbursed on the basis of the real price and the flights must be of economy class in line with the Framework contract terms. Train travel may be by 1st class.

The cost of travels to/ from the place of mission is an eligible cost regardless the place of departure/return. However, the eligible amount may not exceed the cost of an equivalent (mean of transport, class...) travel from/to the place of the permanent residence of the expert. The term



"residence" used in the Guidelines is not to be interpreted as meaning only the permanent residence of the expert.

Local travel ("inter-city") is eligible if the specific ToRs or offer provide for it or if the Project Manager authorises it at a later stage. The choice of the means of transport is left to the contractor, unless the specific ToRs stipulate otherwise. If the Project Manager decides to impose public transport, he has to take into account its fixed time schedule when defining the assignment duration.

The "intra-city" trips are covered by the per diems. If the airport is in the same town as the place of the mission (e.g. Paris-Orly Airport), the trip between the airport and the place of the mission will be "intra-city" and covered by the per diem.

All travel ticket related costs such as agency fee, credit card payment fee, file handling fee, airport security tax etc. are eligible costs.

Sub-contracting

The services under the category reimbursables are not considered as sub-contracted services when the statutes of the third parties providing these services foresee the relevant activity. The invoice from such a third party is then eligible. However, if the framework contractor entrusts this kind of services to an agent whose statutes do not foresee the services required, only the invoice of the original services provider and not the one of the agent will be eligible.

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6.4.5 Payment of experts

Payment by the Framework contractor to the expert for any item (flights, per diems, fees etc.) is not a prerequisite for payment of this item by the UfMS as it depends on the contractual provisions agreed between the expert and the framework contractor. If, however, the Project Manager identifies a major problem in the payment of the experts by the framework contractor which is affecting their performance, they should contact the Framework-contract team that can take appropriate action against the Framework contractor.

6.4.6 Bank transfert cost

The bank transfer costs for payment of the invoices to the Framework-contractor are to be undertaken by the UfMS. The bank transfer costs between the contractor and the experts or service providers are not eligible. The bank transfer costs of the daily allowances to participants are eligible.

6.4.7 Visa costs

All the costs related to the visa delivery are eligible with the exception of the cost incurred in a case of a fast-track procedure for which the expert is responsible. The costs may cover, besides the visa cost itself, the courier cost, the agency cost etc. The visa cost is reimbursed on the basis of a receipt delivered by the embassy (or agency in charge). If the embassy does not deliver such a document, the cost usually available on the embassy Internet site is eligible.



6.4.8 Contingency

Neither the Offer nor the related Specific contract may contain any unidentified expense such as 'Contingency' or 'Reserve'.

7 Contractors performance assessment

The Project Manager carries out the qualitative evaluation of the Framework contractor's performance using the corresponding assessment form.