
GUIDELINES OF THE FRAMEWORK CONTRACT
EVENT SUPPORT SERVICES
UfMS/iRP/0002A/2016

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

Disclaimer: This document is intended as useful information for the Framework Contractors. It merely clarifies and complements procedures in force; it does not substitute the provisions in the Framework contract and any other relevant applicable rules. In case of discrepancy, the contractual provisions shall prevail.

1 The Framework contract “Event Support Services”

The Framework contract “**Event Support Services**” - UfMS /iRP/0002A/2016 is aimed for operations in the interest of the Contracting Authority (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 of the Framework contract, their annexes,
- And, on the experience gained through previous Framework contracts.

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1.1 Description

The objective of the FWC is to provide, via individual assignments defined and contracted through Specific Contracts, appropriate logistic support for conferences and similar events organisation, which can be mobilised at very short notice. The quality of this logistic support must be guaranteed by the retained Framework Contractors (FWC'rs) disposing of the appropriate internal resources as well as of access to external technical skills.

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, 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 € 800.000,00. The Contracting Authority 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 event support services. The services mentioned in the ToRs are not exhaustive.

1.3 Scope

The FWC covers exclusively the operations of the UfMS.

1.4 Framework contractors

3 contractors are 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

Sub-contracting of any aspect of the management and / or administration of the Framework Contract is not authorised, except for the quality control and backstopping for individual assignments. Any subcontracting is thus to be brought to the attention of the UfMS.

For this purpose, 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. In such case, the offers must describe the "set-up" envisaged for the implementation of the assignment

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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

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

1.8 Changes relating to the framework contract

Requests for changes by the Framework contractor must be sent to the UfMS . 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 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 UfMS 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 creates 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

After the offers have been received, except otherwise decided by the UfMS, three evaluators select the optimum cost/benefit offer. Even if less than the requested number of offers is received, the evaluation takes place.

The UfMS selects the offer with the best value for money using a 60/40 weighing between technical quality and price.

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, even if the Specific Contract is not signed.
- Step 7: Preparing the specific contract
Once the notification is sent, the specific contract must be prepared and obtain the required visas.
- Step 8: 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.
- Step 9: Validation of the specific contract
The original must be delivered to the **Contracting authority**, informing on the real starting date of the specific contract.
- Step 10: 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 Contracting Authority authorised staff. Experts' participation or not in the assignment must be completed in the assessment.

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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.

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.
- List of participants, if applicable.

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 presence at the place of venue of an event coordinator normally operating from the home office,
- ✘ the presence of a member of the Management team for the briefing and/or debriefing session,
- ✘ The support from an additional event coordinator. For the latter, as minimum, the level of specific professional experience, cultural/country knowledge and/or languages required must be specified,
- ✘ The modalities of the balance payment based on either an **expenditure verification report or supporting documents**,
- ✘ maximum of technical details (such as the hotel class, specification for the technical equipment rental, conference kits content and quality, technical format of registration websites etc.) and the **minimum technical** requirements will also be identified.

The Framework Contractor will dispose of a maximum period of time per Category of Organisation as stated in the ToRs (counted from the date of dispatch of the Request) to prepare and dispatch (by e-mail) his offer, as follows:

- **Category 1: simple logistical organization: 5 working days.**
- **For Category 2: full logistical organization for a conference: 8 working days.**
- **For Category 3: full logistical organization for conference with additional services: 15 working 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.

2.2.3 Methodology

The specific ToRs may indicate a methodology to follow. 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.

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

2.2.2.1 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

2.2.2.2 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.

2.2.2.3 Experts' profile or description of the expertise

Management Team

The composition of the management team as such in the Framework contract comprises a minimum of two individuals, one of them being the Project Director and the other the Events Coordinator's supervisor. Any change to its composition must be approved by the FWC Contracting Authority.

- The Project Director, will have the overall responsibility for the running of the FWC as well as for the formal contacts with the Contracting authority of the FWC, and
- The Events Coordinator(s) will deal with any technical questions related to the execution of the Specific contracts

The Project Director has the overall responsibility for running the FWC and for the formal contacts with the Contracting authority for the FWC. He/she (or his temporary substitute) is deemed to react within a working day to any communication made by the Contracting Authority. He/she signs-off all the outputs (such as studies/reports) required by a specific assignment and the reports for the FWC implementation. It is not authorised to propose and contract the Project Director as an expert for a specific assignment except otherwise duly justified.

Specific event coordinator

At least one specific event coordinator will be appointed to be responsible for each event. He/she remain the same for all the events, unless duly justified.

He/she may be a member of the Management team but the Project Director may not be proposed for this function.

In case the specific event coordinator is mobilised outside of the FWC Headquarters, the travel costs and per diem will be paid as direct costs. His/her fee is already included in the flat rates.

The Project Manager can also request the support of one or more additional event coordinator whose costs are to be quoted separately in the specific offer as "Direct costs" since the flat rates do not include his/her fee.

The Specific ToR's shall not discriminate the event-coordinators (or other services providers, such as moderators) on the ground of their former or present nationality, gender, place of residence etc.

The specific event coordinator / Contact Point will be responsible to answer to a Hot Line 3 days before, during and 2 days after the end of the event, at a 24h basis. The specific event coordinator / Contact Point shall be fluent in English and/or French and her/his contact details shall be communicated to all participants.

Knowledge of local language(s)

If the knowledge of a local language is required, the possibility is offered to the FWC – 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.

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 assignment duration is the duration of the conference.

The request for services and the Specific Contract give the indicative starting date and duration of the individual assignment. The real starting date is confirmed or otherwise by the Project Manager once the Specific Contract has been signed.

2.2.3.5 Timetable of the assignment

It includes:

- The assignment start-up period. The date will be agreed upon in writing after the specific contract has been signed;
- the stages of the assignment ;
- the performance periods specified for each expert, particularly if the performance periods are not continuous ;
- 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 Contracting Authority. If this deadline is not indicated, article 27.2 General Conditions shall apply by default;
 - o for the amended final report (Article 27.3 GC states that *“the contracting authority shall prescribe a period for making the amendments”*).

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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. 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. 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.

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 ads, 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.

Equipment: some material may be purchased. The total costs may not exceed the maximum amount of EUR 20.000,00 (VAT not included)

Production of drawings or technical documents other than the reports: these costs must be exceptional, but are eligible as reimbursable items.

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.

“No show”: The specific ToRs must indicate to the framework contractors how to deal with “no shows”, i.e. when some participants do not use their hotel reservations or travel arrangements resulting in cancellation fees. The framework contractor cannot be held responsible for the negligence of participants who fail to cancel their participation/reservation in time and decide on their own to make other arrangements. These costs cannot be charged to the framework contractor unless there is manifest fault on its part (e.g. it forgot to communicate to the participant the name of the hotel reserved). The specific ToRs must therefore specify how to deal with cancellation fees or unused tickets for transport.

Departure place: when all the participants to an event are not known at the time of launching the request and therefore their departure place is only vaguely defined (e.g. 10 participants from the new EU Members States and 5 participants from the Maghreb), it is necessary to fix in the Terms of Reference a reference departure place in the list of participants (for example Vilnius and Rabat in the aforementioned example) on which the offer and the contracted budget will be defined. Reimbursement will be made on the presented actual costs taking into account the effective departure place.

Visas: The visas are eligible costs. The visa costs for the event-coordinator are eligible. That of the moderator is part of the related service cost.

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.).

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.

Interim payment Reporting

In case where an interim payment is foreseen, an interim financial report summarising the eligible expenditure (financial state of play) should be submitted by the Framework Contractor to the contracting authority together with the related invoice after the event (meeting, conference, etc) took place (no technical report it is no required at this stage).

Balance payment reporting

After each event, within three weeks unless otherwise specified in the Specific Terms of Reference, the Framework Contractor will present a final brief (reporting). The final brief is composed by :

- a technical report,
- a financial report accompanied by supporting documents and/or expenditure verification if it is specify in the specific contract.
- an invoice of the balance payment
- **An electronic version** of the reporting should be sent together with the corresponding invoices to the financial department (invoices@ufmsecretariat.org) and the UfMS project manager in charge of the specific contract. 1 paper copy should be sent to the Contracting authority address.

Technical report and Financial report templates are attached to these guidelines.

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The financial report should indicate the expenditure eligible for reimbursement that was incurred in organising the assignment and state the flat rates and fees that will be charged compared with the cost initially forecast. Detailed information on the services, cost and contingencies should be explained in the technical report.

The information contained in the technical report, as it is mentioned in the ToRs, is the following:

- Final number of participants
- Short description of the tasks carried out and the services rendered
- For travel arrangements, Indication of dates and the number of nights of accommodation paid, the number of daily allowances (full or partial) paid out, the travel schedule etc.
- the signed list of participants who attended
- the justification of the use of the contingencies and approval emails
- If relevant, making recommendations regarding future conferences. applicable recommendations

Specific Terms of Reference may request additional information to be included in the final report or other type of reporting such as interim report when interim payments are foreseen.

General reporting –Framework contract global performance

The Framework contractor shall provide an Interim narrative Report at 6 months of commencement of the contract, and a Final Report at 12 months.

2.2.3.8 Briefing/debriefing

When justified by the complexity/sensitivity of the event 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 event 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.

2.2.3.11 Events, conferences

Hotel: It is possible to specify the name of a given hotel for a conference / event in the specific ToR's taking into consideration the interest/constraints of the project. It is not authorised to privilege the offer proposing the "preferred" hotel of which the name was not disclosed.

Prior arrangements: if the contracting authority (or beneficiary) has already made arrangements for logistic services for a workshop or a conference (for example, an agreement has already been made with a company of interpreters or with a catering firm and for whom the services are subject to tax), this information, as well as the price to be introduced by all of them in the offer, should be included in the Specific ToRs.

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.

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 contracts. 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.

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 sub-contractors

Members of sub-contractors - to be clearly identified in the offer - must also meet the eligibility rules. If a sub-contractors does not have the eligible nationality, this company may not be involved in the action implementation (but the FWC'rs 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 member states, or the states and territories of regions expressly covered and/or allowed by the financial regulation, the basic legislation or other instruments governing the aid programme under which the relevant EC Operating grant is being financed, 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.

The number of moderators is to be indicated.

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 5 days but the UfMS and the retained Framework contractor may agree to shorten it.

Duration of the assignment

The request for services and the Specific Contract give the indicative starting date and duration of the individual assignment. The real starting date is confirmed or otherwise by the Project Manager once the Specific Contract has been signed. The duration is expressed in calendar days.

Time-limit for submitting offers

This must be expressed in calendar days.

The Framework Contractor will dispose of a maximum period of time per Category of Organisation as stated in the ToRs (counted from the date of dispatch of the Request) to prepare and dispatch (by e-mail) his offer, as follows:

- For Category 1: simple logistical organization: 5 working days
- For Category 2: full logistical organization for a conference: 8 working days
- For Category 3: full logistical organization for conference with additional services: 15 working days.

The request may allow for a longer period of submission of offers taking into account factors such as the complexity of the assignment, the number of participants or the period of the year (holidays period e.g.) etc. In exceptional cases, others than specified above, the request may indicate a shorter period of submission of offers. If at least one FWC'r notifies on the first working day following the date of dispatch of the Request its refusal to make an offer within a shortened submission period, the Request may be cancelled or re-launched, respecting the minimum period. The FWC'r shall justify the reasoning for the refusal and such reasoning shall be assessed by the Contracting Authority in order to determine whether to continue the process in accordance with fair and transparent competition with the other FWC'r or to cancel and re-launch the Request.

The Framework Contractors contacted must send by email the next working day an acknowledgement of receipt of the Request and their confirmation of intention to submit offer without prejudging of the effective possibility to find the appropriate service providers and/or event coordinators.

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." If at least one FWC'r notifies on the first working day following the date of dispatch of the Request its refusal to make an offer within a shortened submission period, the Request may be cancelled or re-launched, respecting the minimum period. The FWC'r shall justify the reasoning for the refusal and such reasoning shall be assessed by the Contracting Authority in order to determine whether to continue the process in accordance with fair and transparent competition with the other FWC'r or to cancel and re-launch the Request.

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.

2.2.1 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.

To send the request:

- Attach the request and the ToRs to this email.

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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.

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.

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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 UfMS 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 UfMS 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/provide services

If the framework contractor is unable to identify the requested experts/provide services 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 UfMS 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/provide services, its suspension might be considered by the UfMS.

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 will be detailed and follow the contractual template also available on the tender dossier. The framework contractors must use the version sent by e-mail which contains the correct formulas for calculating the total to be considered for the financial evaluation as well as the calculation of the total to be contracted.

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:

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- 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.

Reimbursable

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

Except otherwise decided by the UfMS, up to three evaluators select the best value for money offer using a 60/40 weighing between technical quality and price.

The evaluators are bound by confidentiality and impartiality because the UfMS has the obligation of confidentiality regarding the content of the offers.

At least, one of the evaluators is from the Communications & Public Affairs Department.

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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,

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".

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 is 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 points are obtained by comparing the requested services to the description given in the offer, be it part of the methodology or not, as well as considering the methodology itself, if it has been requested. If neither the methodology nor the CV of an event coordinator has been requested and if, in addition, the services requested are particularly basic and comparable, all the offers will receive the same technical points.

The amounts of the following items are not considered for the financial score: expenditure verification report and the contingencies (15% contingency for reimbursable component). The Excel spread sheet to use to make an offer, takes this aspect into consideration (field I34).

Only offers which fulfil the following criteria of admissibility will be evaluated:

- ✘ the deadline for the submission of offers has been respected;
- ✘ the proposed fees do not exceed the contractual maxima;
- ✘ when appropriate, the maximum budget has been respected;
- ✘ the **minimum** required skill specified as such in the specific ToR's are respected.

The Contracting Authority selects the offer with the best value for money using a 60/40 weighing between technical quality and price.

The technical evaluation is performed by means of:

- The adequacy with the requirements of the Specific ToRs, or
- An Specific Evaluation Grid (The categories to be used may be modified as required and the division of scores must be adapted according to the requirements of the Specific ToRs)

Technical score obtained for each offer is reported to the technical points of the best offer, thus resulting in a score (actual final score/highest final score).

For the financial evaluation, the score obtained for each offer are reported to the financial points of the best offer, thus resulting in a score (lowest price/actual price).

Any arithmetical errors are corrected without penalty to the Framework contractors such that, if there is a discrepancy between a fee rate/unit price and the total amount derived from multiplying the fee rate/unit price by the corresponding number, the total amount as quoted must prevail, unless the opinion of the Evaluation Committee contains an obvious error in the total amount, in which event further the fee rate/unit price as quoted must prevail and the total amount must be corrected.

Interviews can be conducted if announced in the Specific ToR's. They should be conducted for the experts foreseen, of all the admissible offers by phone, provided it generates no cost for the FWC's or the experts except for the roaming costs. The evaluators may decide to adjust the technical scores on the basis of the outcome of the interviews.

The Contracting Authority will have up to 14 calendar days to evaluate and notify the results to Framework Contractors which submitted an offer. After this period, the Framework Contractors are no longer bound by their offer.

Following the notification, the selected Framework Contractor's offer validity is automatically extended by 10 days in order to allow the signature of the specific contract.

The selected FWC'r is invited to reconfirm the availability of the experts, when applicable. The notification does not commit the Contracting authority to award the specific contract to the FWC'r selected by the evaluation committee and it is consequently not expected to make any binding commitment such as signing contracts with the event coordinator and service providers before having received the Specific contract.

4.3.3. Interviews

If an interview is foreseen in the specific ToRs, all members of the Evaluation Committee 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 written and become part of the evaluation report.

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.

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/authorizing officer. All the Evaluators must agree/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 further checks the Specific contract fills-in the fields by the Project Manager. 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 Secretary General/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 specific ToRs initialled on each page, an initialled copy of the methodology and an initialled copy of the financial offer.

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

- One complete set of documents countersigned (specific contract) and initialled (financial offer, specific ToRs and methodology, 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 pre-financing payment. The Framework contractor may ask for a lower amount (percentage) than the maximum contractually foreseen.

Both the Specific contract signed by the Contracting Authority and the list of participants indicating the services required for each, must be notified (together or separately) to the selected framework contractor at least:

- ✘ 3 working days prior to the event for up to 10 participants;
- ✘ 5 working days prior to the event for between 11 and 100 participants; and,
- ✘ 10 working days prior to the event for over 100 participants

In case these periods are not respected, the framework contractor is entitled to:

- if it has not already signed the Specific contract, to modify or withdraw its original offer and refuse the Specific contract,
- if it has already signed the Specific contract, to receive an addendum based on its revised offer or terminate the contract without the contracting authority being able to impose penalties.

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 Changes to the services ordered by the contracting authority

5.4.1. Addendum/rider: Article 20.1 of the GC- Substantial amendments

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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:

- Replacement of an expert, if the new expert has NOT the equivalent qualifications and/or experience than his/her predecessor;
- An increase in the total cost of the contract;

5.4.2. Administrative order: Article 20.2 GC- NON Substantial amendments/minor changes

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 (can be in the form of an email) in the sense of the GC, art 20.2 may be given by the Project Manager in charge of operational aspects of the assignment following approval of the UfMS financial service.

An Addendum is, therefore, NOT needed:

- if it does not affect the basic purpose of the specific contract and,
- If the financial impact is limited to transfers, within the reimbursable component, that may include omissions, substitutions, changes in quality, quantity and changes in method or timing of performance of the service. Within the limit of the specific contract amount, these variations : cases of addition of new items, through substitutions, changes in quantity and quality of other items in the contract, the total cost should not be higher than 50% of the estimated total of the reimbursable component plus the 15% contingencies.
- other cases considered by the UfMS.

It is sufficient that the Project Manager, following his assessment and approval of the financial services, gives his agreement on the modification/variations in writing (administrative order/email).

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

- 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 travel,
- non-substantial change in the distribution of days worked among the experts or working on weekends
- extension of the implementation period
- addition of new items (respecting the rule of 50% explained above)
- other cases considered by the UfMS

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In case of additional services/items which have not been previously quoted by the contractor, the Project Manager will request, via e-mail, an “amended” offer on the envisaged services. The contractor shall then:

- (1) Negotiate, with the local service providers the best rates and contractual conditions (including cancellation and payment policies) for the additional services requested by the contracting authority;
- (2) Prepare an “amended” offer (detailed budgetary overview) and submit it to the contracting authority within 5 days.

After the Project Manager has received the contractor’s “amended” offer, and following his assessment and approval of the financial service, the administrative order/email will be sent to the "contractor" approving the amended offer and ordering the services.

The administrative order/email is based on the best estimate regarding quantities and on unit prices as per tenderer’s offer, while it is agreed that the final invoice will be calculated strictly on actual consumption. The "contractor" will then ensure the contracting of the “additional” services ordered.

In any case, the administrative order/email described above is considered for variations and minor changes within the total maximum amount of the contract that cannot be overrun or increased without an Addendum signed by both parties.

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/she 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.

Contingencies

A special contingency of 15% of the reimbursable component may be foreseen to face unforeseen increases, upon justification. The use of the contingency reserve falls under the same procedure as minor changes mentioned above and requires the Project Manager assessment and approval of the financial service.

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.

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. 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.

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 UfMS or be a consequence of a modification in the assignment execution authorised.

5.4.5. Modifications

If the modifications, in particular in the flights/travel requirements or hotel arrangements, occur within the required minimal periods fixed contractually, the framework contractor is not obliged to accept the modification (for example, it will interrupt all services for a replaced participant but is not obliged to accept to deliver the service for the replacement participant or for a new participant).

The eligible fee is the one corresponding to the number of participants indicated or confirmed to the Framework contractor when sending or after sending the specific contract and/or on the basis of which it started to carry out the assignment (booked hotels, meeting room, catering etc.). This number may be different from that in the request or from the number of participants who actually used the contracted services. It may be the initial number of participants indicated to the Framework contractor increased by the number of their possible substitutes as long as the particular service is affected by the change. For example, the transmission of daily allowances is not affected by the name of the persons but only by an increase of the number of persons to be served, whereas, the purchase of tickets depends on both the number and the names of participants.

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 sent/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.

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 deadline laid down in the GC applies.

Approval of reporting and payment will follow the applicable provisions as per General conditions of the FWC.

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

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 reimbursable 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) and/or expenditure verification report.

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.

As a general rule, specific contracts under 20.000 € there is no pre-financing and interim payment foreseen, unless special cases upon assessment. In any case, pre-financing and interim payments are not compulsory.

Approval of reporting and payment will follow the General Conditions.

6.2 Terms of payment

6.2.1. Pre-financing

There is provision for pre-financing of up to 20 % payable within 30 days of receipt by the UfMS' finance department (invoices@ufmsecretariat.org) 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 of an amount up to maximum 20% of the maximum specific contract value (Management Cost and Reimbursable).

6.2.2. Interim payment

Interim payments shall be made on the basis of requests for payment, taking account of the progress made in implementing the event.

Such interim payments shall be of an amount equivalent to 40% of the specific contract, after submission of a state of play of the situation (draft of financial report) and based on a positive risk assessment. After assessment, it can be required a financial guarantee in interim payments. In all cases, the sum of pre-financing and interim payment cannot be more than the expenditure already incurred.

The following documents should be submitted in order to proceed with the interim payment:

- Invoice
- State of play of the financial situation (interim financial report summarising the expenditures incurred)
- Upon assessment, financial guarantee

6.2.3. Payment of the final invoice

The final payment is conditional on approval of the reporting and should contain the following documents:

- the invoice
- the technical report
- the financial report either the supporting documents (boarding passes, taxi tickets, invoices, receipts or equivalent documents and proof of payment of reimbursable costs) or the audit report
- copy of specific contract

Payment must be made within 45 days of receipt of the final report (to be approved or already approved) and the final invoice accompanied by supporting documents unless an expenditure verification report has been requested instead of 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 45-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)
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.

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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

The fees cover all the Framework contractor's costs in order to manage the contract as well as the Framework contractor's commercial margin. It covers therefore inter alia the Management team and support staff costs, all administrative costs (offices, communications etc.) etc. but does not include the costs of the reimbursable items. The flat rates cover several categories of services per type of event as described in item 3.1. One event coordinator cost per assignment is included in the flat rates.

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 UfMS and the framework contractor should agree ex-ante, in writing, whether per diems are payable or not.

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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.

For persons other than contracted experts who possibly need to have their stay covered outside their place of permanent residence (for example, study trips or participants in a conference), the project manager may cover the subsistence expenses (hotel + meals + pocket money) by a daily allowance without reference to the amount of the published per diem. He shall decide on the amount of the daily allowance taking into account, for example, meals offered, hotels paid via the framework contractor, and so on. If a participant receives a daily allowance to cover hotel expenses, it will be payable per night. If the accommodation is paid directly by the contractor, the daily allowance is payable per day.

The expenses resulting from a "no show" (i.e. the participant does not use the hotel reserved for him) are not borne by the framework contractor. The specific ToRs should specify how to deal with such cases and the project manager should also inform participants of the consequences of their absence. The same applies by analogy if a participant does not use the means of transport or other facilities foreseen.

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.

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).

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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.

Framework contractors can exceptionally ask the Project manager for derogation to use the business class provided it is in the interest of the project. Based on an ex-ante written approval, the business class ticket shall be reimbursed. In absence of derogation, the business class tickets will be reimbursed on the basis of the cheapest economy class rate in force on the same date and of which the proof is to be provided by the framework contractor. In the absence of such evidence, the contracting authority will use the reference price at its disposal when paying the invoice.

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.

The same rule is applicable for the moderator and the event coordinator. For the participants, it also applies unless the specific Terms of references (possibly amended by an administrative order) specify another class. The Framework contractors are invited not to accept a request for upgrading of a participant without the written approval of the project manager to whom the participant must submit his/her request.

The supporting document for the journey by a participant to an event, conference, etc. is normally the boarding pass (but can also be an invoice or other supporting document indicating the price). If

the participant does not return his boarding pass, in particular that of the return trip, the cost remains eligible if the framework contractor submits another document attesting the journey such as an explanatory note, declaration of loss or an evidence the participant attended the event (e.g. his/her signature on the participants' presence list).

The Framework contractor cannot be held liable for any failing on the part of a participant. The Framework contractor is not required to make systematically available a representative on the spot to collect the boarding passes.

If, instead of public transport, a private vehicle (including taxi) is used, the expenses are refunded on the basis of first-class train travel or, failing this, another available public transport. If travel to the place of assignment requires transport in addition to the plane (e.g. between Casablanca airport and Rabat, place of the assignment), it is refunded on the basis of public transport, as part of the international travel.

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 reimbursable costs. 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 reimbursable costs.

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.

6.4.4. 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.

6.4.5. Bank transfer 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.

6.4.6. 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.

6.4.7. Exchange Rate

Any invoice or claim presented in other currencies other than in Euro will be treated as follows:

- If the currency of the invoice is not trading currency and does not show the equivalent in Euro, in this case, the invoice amount is converted into Euro based on the monthly rates published on the Inforeuro website at: <http://ec.europa.eu/budget/inforeuro>.

If the currency of the invoice is a trading currency (i.e. EGP/GBP/SEK) the transfer is prepared in the currency of the invoice and the bank deducts the equivalent in Euro from the bank account, hence actual bank rate is applied

6.4.8. Contingency

The Offer and the related Specific contract may contain up to 15% of the reimbursable component as unidentified expense such as 'Contingency' or 'Reserve'.

6.4.9. Expenditure verification

The expenditure verification report is required as per the specific of reference and using applicable template and terms of reference of the aforesaid expenditure verification attached to the FWC. The related costs are part of the financial offer but are not considered for the financial evaluation.

The expenditure verification report may not include:

- any reserve: e.g. if a boarding pass is missing, the auditor must take a decision considering other available supporting document whether the expenditure is eligible or not and he may not leave the decision to the Contracting authority
- an item "others": all the costs must all be individually identified and detailed.

7 Contractors performance assessment

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