

**FRAMEWORK CONTRACT BENEFICIARIES
IMPORTANT MESSAGE**

N°	Title	Message	Date
42	Sub-contracting	The Framework contract tender provided for an unrestricted possibility of sub-contracting of the expertise. Therefore, neither a restriction nor an obligation for the use of sub-contracting may be imposed through the ToRs. Should this be the case in the ToRs, such clause is void.	12.04.2006
41	Supporting documents	For the global price-type of Specific contract, no supporting documents are to be delivered with the final invoice. Even when they are submitted (e.g. by error), they do not influence the contractual amount to be paid.	12.04.2006
40	Lot 5 : no show at hotel	It happens that participants do not use their booking room. The hotel will charge the contractor the cost relating to the no show. The task manager must precise in the specific ToR following which modalities this cost will be taken into account as eligible expenses.	20.02.2006
39	Untying aid	Regarding the FWC, the rule on untying external assistance applies for the experts for Specific contracts : all nationalities are eligible except for assignments funded by EDF .	06.02.2006
38	Eligibility of expenses	The expenses are eligible from the date of written notification (date of the fax sending) of the Specific contract. The end date of the assignment is also calculated from that date and does not constitute the end date of the Specific contract validity .	30.01.2006
37	Transport costs	The expert's travel costs to reach the place of assignment are covered under : - international travel : between the closest station/airport to the expert's residence and the station/airport of destination or the place of assignment when the latter is in a different city (e.g. arrival to the Casablanca airport and assignment in Rabat). - per diem : sections before and after the international travel, inclusive the travel between the airport and the city (e.g. from Zaventem airport to Brussels). If the expert uses his personal car , the cost is reimbursed on the basis of the train, 1st class (if none, of another public transport).	30.01.2006
36	Statement of exclusivity and availability	The expert's Statement is valid for one consultation round only. For the next consultation round, if any, the expert may	12.01.2006

		be presented by another Framework contractor than in the previous consultation round.	
35	Lot 5, Moderator Role	The role of a moderator is only to guide the discussions. No sectoral expertise (conference speakers e.g.) may be contracted under the Lot 5 - Conferences. If such expertise is required, other lots are to be used.	16/12/2005
34	Framework contractor's management team	It is not authorised to contract any member of the Management teams as an expert for a Specific contract. They may however intervene in a " fire fighting " role, also <i>in situ</i> , to solve a problem or to replace an expert in emergency circumstances. The list of the Management teams members is available on the FWC BENEf Internet site.	30/11/2005
33	Gender issue	It is not authorised (unless justified by very specific project conditions) to require in the ToRs that an expert or a part of the team is of a given sex .	17/10/2005
32	Bank guarantee	Any member of a Consortium may provide a financial guarantee provided that the template for the FWC guarantee is respected and that the advance payment is to be made on the framework contractor's bank account.	17/10/2005
31	Sending a Request for services	The ToRs (in Word) and the Request (in .pdf) are never attached 'automatically' when sending the e-mail generated by CRIS. The GESTOPE must attach them himself . If these documents are sent after the day of the incomplete e-mail, the deadline for submission of offers is to be modified accordingly.	17/10/2005
30	Offers submission deadline	The deadline for submission of offers means that the offers must be sent by e-mail by 12 pm (midnight) – Framework contractor's time - of the day indicated. The text of the e-mail generated by CRIS cannot contain additional restrictions such as the precise hour of offers sending or reception, faxed copies to be sent etc.	17/10/2005
29	Budget	The fees brackets on the Internet are fixed contractually. Contracting authorities are not authorised to modify unilaterally the maxima by fixing a budget in such a way that the contractors are not in a position to make an offer using the entire bracket. It is	17/10/2005

		recommended to use the average value of the maxima indicated for all Framework Contractors in the given lot.	
28	Study tours	<p>Study tours can be included in reimbursables but it must</p> <ul style="list-style-type: none"> - be strictly necessary to achieve the objective and - remain a minor part of the assignment compared to the technical assistance provided. <p>The trainee's study tour report must be attached to final report. Only very limited number of persons may take part and the related services must remain simple (e.g. same destination for all, basic services only such as travel, accomodation, pocket money...). The Framework contractors are NOT travel agencies.</p>	17/10/2005
27	Definition of inputs	The Terms of Reference must specify the category of expert/expertise and related number of working days.	17/10/2005
26	Per diem vs. local travels	The per diem include <u>intra-city</u> travels so they are not eligible once more under reimbursables. Inter-city travels foreseen in the ToRs are to be foreseen under ' Local travel '	17/10/2005
25	Key and non-key expert	All experts required by the ToRs must be proposed, evaluated and contracted through the initial Specific contract. The approach of " key " and " non-key " experts is not applicable to the Framework contract.	17/10/2005
24	Interpretation / translation services	Interpreters and/or translators are not subject to any approval in contrary to experts paid via fees. Those are services paid under Reimbursables .	17/10/2005
23	Administrative costs	As the fees cover already all administrative expenses - in the Headquarters, home office, on mission - costs such as offices rental, telecommunications may not be again covered under reimbursable.	17/10/2005
22	Offer : local / international experts	The Framework contractors are required to translate in their offer whether the expert proposed is a local (having permanent residence in the beneficiary country) or an international expert. This distinction is expected to affect inter alia the fees, per diem and travel costs .	17/10/2005
21	Request for local expertise	As experts of all nationalities fixed by relevant legal documents are eligible on	17/10/2005

		equal terms , it is not authorised to limit by the Terms of Reference experts eligibility by any reference to their nationality, ethnic origin etc. Requiring specific skills related to local conditions, if duly justified from technical point of view, is authorised .	
20	Definition of the Eligibility rule	The Eligibility rule to be indicated in the Request must be clear, explicit and self-standing . Indications such as ‘as per Council Decision ...’ or ‘as per note of ...’ are not authorised. EDF should specify e.g. EU (15) for the 9th EDF.	17/10/2005
19	Per diem	The per diem to be considered is the one in force on the date of the Request . The per diem is fixed all through the assignment duration.	17/10/2005
18	Additional reports	The cost of ten report copies is included in the fees . The exact number required is to be specified in the ToRs . It is not possible to ask for more than 10 copies .	17/10/2005
17	Reports quality control and delivery	All documents (or other written outputs) foreseen in the ToRs must be sent by and under the responsibility of the framework contractor (leading company), after its control of quality . The assignment timing must allow the framework contractor to proceed with the quality control. Preliminary version(s) are not binding for the framework contractor and may be provided directly by the expert(s).	17/10/2005
16	Derogations	The requests for derogations should be addressed - to AIDCO FWC team for the implementation rules of the Framework contract e.g. minimum of days to get offers - to the Authorising officer for the tendering and contracting rules of the Practical Guide e.g. derogations to the use of the FWC, to the rules of nationality of experts, to the use of budget lines etc.	17/10/2005
15	Equipment – training facilities	The FWC may not be used for the supply of equipment with the exception of the equipment strictly necessary for the assignment (reports, legal texts, statistics etc.). Those must be handed over to the beneficiary before the assignment	17/10/2005

		ends. Rental of training facilities (equipped) may be also covered under the item 'Services'.	
14	Offers evaluation results	The Task manager has to communicate the evaluation results to the concerned contractors within 14 calendar days following the deadline for offers submission. As from the 15th day , the teams proposed may be disbanded .	17/10/2005
13	Maximum amount	The total assignment cost, inclusive all extensions , may not exceed 199.999 € addenda inclusive. An addendum amount may exceed 50% of the amount of the original assignment.	17/10/2005
12	Closure note	Once the Final report is received, approved and the assignment considered as definitively finished, the GESTOPE should present to SIGN CC for signature a note to the contractor informing him about the end of his mission and inviting him to send his final invoice . A model (not compulsory) is on the Website under 4.4.	17/10/2005
11	Consolidated comments	To ensure coherence and efficiency, the project manager must send to the contractor a single set of comments made by the different parties involved. He should also prevent that the comments by different parties present dissenting views preventing the contractor to finalise the report.	17/10/2005
10	Direct labour	The use of the FWC is not possible for actions contracted : - under direct labour (Financial Regulation terminology), - under the direct labour part of a Programme estimate (EDF terminology), - by the local authorities as defined in the Work plans (Asia & MEDA terminology), - under AOP - Annual Operational Programme – (Latin America terminology).	17/10/2005
9	Sending a Request	To send requests to the FWC's, the GESTOPE must use the e-mail function accessible via CRIS . The function ' e-mail ' is available only to GESTOPE and only after the visa SIGNCC was given.	17/10/2005
8	Exclusivity and invoices	The expert who signed a <i>Statement of exclusivity and availability</i> cannot charge the same day to several projects e.i. be 'exclusive' during the same day for two or more contractors/projects.	17/10/2005

7 modified	Statement of exclusivity and availability, methodology	The Contractors must send with their offer the Statements of exclusivity and availability . Their absence is not a ground for exclusion . A reminder is to be sent with a reasonable deadline for reception of the Statement(s). If the Statements are not sent by the deadline, the offer is excluded. The absence of Methodology is to be treated in the same way .	17/10/2005
6	Actions below 5000 €	It is recommended NOT to call on the Framework contract for actions equal or below 5000 € . The procurement rules foresee for these actions, a contract based on a single tender.	17/10/2005
5	Conflict of interest	Performing a mission in the context of the FWC does not automatically generate conflict of interest and consequent ineligibility for other actions carried out within the same programme.	17/10/2005
4	Deadline for offers	The Task managers can decide to extend the submission period of offers when appropriate and notably when very specific profiles are required, large team is to be presented, specific local expertise is needed.	17/10/2005
3	Deadline for offers	The minimum period for submitting an offer (14 calendar days) may only be shortened on the ground of an ex-ante derogation by AIDCO FWC team . The reason for this derogation must be beyond the control of the task manager.	17/10/2005
2	CRIS	The complete telephone numbers must appear on the Specific Contract. Therefore, all GESTOPE and GESTFIN must introduce their full number and not the abbreviated one. The full number must be formatted as follows: +, no space, country code, space, city code and (Delegation) number. To proceed with change, click on Personal data and Modify .	17/10/2005
1	Mission duration and inputs in man-days.	The mission input (experts work) is expressed in working days. The total assignment duration is expressed in calendar days. See also article 5.1 of the Global Terms of Reference.	11/10/2005