

ANNEX I

**Global terms of reference
for the multiple Framework service contract
IP/D/ALL/FWC/2020-001
for the provision of external expertise
in the field of the EU Budget**

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1. RELEVANT BACKGROUND INFORMATION

In accordance with the provisions of Regulation (EU, Euratom) No 2018/1046 of the European Parliament and of the Council of **18 July 2018** on the financial rules applicable to the general budget of the Union, the European Parliament decided to establish this multiple Framework service contract for ad hoc service provision of external expertise in the field of the EU Budget.

The total duration of the contract shall be maximum 4 years (48 months), and the total budget is estimated to be € 3.000.000 over the total duration.

2. OBJECTIVES

The planned multiple Framework service contract is intended to support the work of the two Committees on Budgets (BUDG) and on Budgetary Control (CONT) in the European Parliament by enabling them to request written expertise (research papers) in the areas of competence.

The European Parliament seeks independent expertise on a variety of current and emerging issues connected to its work. Management of the expertise budgets will be carried out at the level of the policy department and committee secretariats. The system aims at providing flexibility and autonomy for Committees, making technical and scientific expertise rapidly available when needed, and increases the utility of this expertise to Members in their everyday political work. It shall also provide the European Parliament with a long-term perspective in their political work.

Through the multiple Framework service contract, expertise shall be provided in the form of research papers of varying length, delivered upon ad hoc requests within a limited and defined time frame. The multiple Framework service contract would also include associated services such as attendance at Committee meetings and presentations by lead experts. The contractor bears sole scientific responsibility for the results of the delivered services.

The expertise sought shall support the Committees in their main activities:

The BUDG and CONT committees prepare and exercise the European Parliament's decision-makings in their roles as Budgetary and Discharge authorities of the European Union. As such, their main responsibilities could be summarised as follows:

- Committee on Budgets (BUDG)
 1. Multiannual Financial Framework (MFF) of the EU;
 2. EU revenue;
 3. Annual adoption of the EU budget (annual budgetary procedure);
 4. Follow up of the implementation of the EU budget.

- Committee on Budgetary Control (CONT)
 5. Discharge of the EU budget and ex-post control of implementation of the budget;
 6. Fight against fraud and the protection of EU financial interests.

evaluation of open sources, augmented by the contractor's own experience in the subject field, and need to be presented with a clear emphasis on readability. They could also involve a critical assessment of key research and data published on the subject, highlighting strengths and weaknesses where applicable and outlining policy options or issues.

3.1.2 Studies (min 21 pages, more than 60 calendar days)

For the purpose of this Framework service contract, there are two variants of studies: analytical and research studies.

An analytical study should collect all relevant information already available on a subject in a comprehensive manner and present it in an easy to read format. This would include pulling together, categorising, analysing, synthesising and summarising the content and results of relevant available research in the field of interest according to the particular specifications provided. The contractor will also be expected to gather and analyse relevant statistical data. The aim should be to present a range of policy options that are currently under serious consideration among professionals and academics in the field of interest. The contractor may be requested to assess the different options and advise on their comparative feasibility.

A research study should comply with the description of the analytical studies, however, in addition the Contractor may be asked to generate independent data. The contractor may therefore, have to conduct interviews, including face-to-face interviews, with professionals and/or academics and/or officials from the relevant sectors in Europe and elsewhere, if necessary.

Studies vary in length according to the requested scope and deadline. In each specific request, the European Parliament shall state the required level of detail, e.g. the EU programmes to be covered, the geographical coverage or whether the generation of independent data through interviews or surveys is required. A study should consist of an executive summary between two and six pages, an abstract, a table of contents, where applicable a table of figures, list and maps, abbreviations and a bibliography (mandatory). The length of the requested study would be determined with the individual request, but should generally not exceed 50 pages, excluding annexes, as a rule the research studies in their nature being longer than analytical studies.

The analysis on the topics of the study should be based on concrete existing figures and statistics and should be complemented by concrete illustrative examples. Studies should conclude with policy recommendations addressed to the most relevant actors, including, if applicable, to the European Parliament.

3.2 Description of deliverables – step by step

Kick-off meeting: For studies, the contractor may be required to present the proposal, with the view to it being discussed during a kick-off meeting with the European Parliament in Brussels or by telephone/video conference. The presentation should be brief but already give a clear picture of the intended approach for the research paper. It shall include a detailed table of contents and the main issues to be addressed under each (sub)chapter.

Interim report: An interim report shall be provided by the contractor in accordance with the time frame of the specifications and the offer. It shall include a detailed table of contents and

- A short description of the subject and its relevance;
- First analyses of the problems presented;
- If available, early drafts of the chapters.

The interim report must be presented in the lay-out template defined by the European Parliament.

Draft final version of the research paper: The draft final version should already be complete from the point of view of the contractor and of high quality, with all chapters fully developed, including the executive summary, the bibliography and any annexes. The desk research, and - where applicable - all interviews should have been completed and all of the analysis/assessment carried out in full by the time of submitting the draft final version. All material from the work of others, which is used for the assignment, shall be clearly referenced already in the draft final version.

The draft final version should include:

- An executive summary of two to six pages, in which the main conclusions should be summarised, and an abstract of about 10 lines allowing the reader to easily grasp the main concepts presented and the main findings of the analyses conducted;
- A short description of the subject and its relevance as an introduction;
- Thorough analysis of the presented problems and accurate answers to the questions;
- Conclusions and policy recommendations; and
- A full bibliography, tables of contents, abbreviations, list and maps and where applicable a list of tables and any annexes.

Before submission, the contractor shall carry out a profound editorial review of the draft final version, including a **high quality English language proofreading** and a thorough check for typographical errors.

The draft final version would normally be returned by the European Parliament to the contractor with observations and comments. To fully take into account these comments, the contractor may need to make minor adjustments on content or layout, such as clarifications to the text, minor linguistic changes, or requests for elaboration on certain topics/issues.

Final version of the research paper: The final version is the draft final version modified to take into account all of the observations and comments from the European Parliament. Therefore, the final version would not usually include new information and the findings would only be slightly changed or adjusted if necessary.

The briefings and studies shall comply with the European Parliament's layout and editing rules, which shall be attached to any request for services under this multiple Framework service contract.

Oral presentation: If a presentation is requested, the European Parliament asks the contractor to deliver a short 10-20 minute presentation on the content of the report. The presentation should be supported by a PowerPoint or similar presentation, using graphs and tables for a clear and concise comprehension. The presentation shall take place either in Brussels or Strasbourg. Travel costs and subsistence expenses are reimbursed according to Section 7 below. Working time shall be covered

by the daily rates and day(s) calculated for this service included in the contractor's offer. The contractor may be required to update the final version of the research paper according to the contents raised and outcome of the discussion during the presentation.

4. REQUIREMENTS

During the entire implementation period of the multiple Framework service contract, the contractor shall comply with the requirements, described hereafter.

4.1 Professional Capacity

For the duration of this multiple Framework service contract, the contractor shall guarantee the same level of quality as defined in the selection criteria included in the Rules for tendering. This guarantee of continuity shall also apply in drop-outs of experts, for example:

- on account of sickness or accident, a member of staff is unable to continue providing services;
- a person specified in the contract does not perform his duties under this contract;
- for any other reason beyond the control of the contractor, it becomes necessary to replace any of his staff.

In such cases, the contractor shall provide a replacement with at least equivalent qualifications and experience and acceptable to the European Parliament in order not to jeopardise the implementation of the multiple Framework service contract. The European Parliament therefore reserves the right to accept or reject any replacement expert proposed during the performance of the contract. The European Parliament's authorisation shall always be requested and granted in writing.

4.2 Quality Standards

Non-compliance with the below criteria can lead to the rejection of the services without compensation or a deduction of damages from the amount payable to the contractor by the European Parliament, in accordance with Article I.11 (1) of the multiple Framework service contract.

4.2.1 Academic

Contractors shall undertake to perform the tasks assigned to them in accordance with the highest professional standards and to observe the highest academic integrity throughout the process (data, research, analysis, presentation, etc.).

The contractor should bear in mind that the delivered services shall **stand up to scrutiny in a political context** and that even small factual errors, imprecise or ambiguous wordings or an unclear, inaccurate or incomplete stating of sources and references might jeopardise the credibility of the services as a whole.

Where appropriate, **geographical balance** shall be ensured to make sure that issues, priorities and concerns of different regions and Member States are fully reflected in all types of expertise provided.

Factual accuracy shall be ensured. The contractor has the responsibility to present his/her results fully without omission, misrepresentation or deception. In particular:

- The most recently available information and data shall always be included.
- Existing work within the relevant scientific community shall be taken into account as broadly as possible, including research that challenges the contractors' own results. Contradictory findings shall not be excluded at the outset.
- The contractor should remain aware of the limitations of the research method, including a reflexive awareness of the impact of the contractor's own possible views and opinions, which may predetermine an outcome. Methodologies used and results obtained should be transparent.
- All material from the work of others, which is used for the assignment, such as data, information, ideas, concepts, methodologies quotes and literature, shall be clearly referenced at the appropriate place in the text by way of a systematic referencing system. These works shall be attributable to their original authors. Where the texts referred to are available on the Internet hyperlinks should be provided. A complete bibliography, and where applicable, a list of persons/organisations interviewed, is essential. Non-compliance may be considered as plagiarism. Self-plagiarism, e.g. using parts of text that the contractor has already published, is also considered as a case of plagiarism.
- Inverted commas or quotation marks shall be used in the case where another author's material is copied word-for-word (direct quotation). Sources should also be clearly referenced in case of paraphrasing, e.g. when putting another author's ideas in one's own words.
- Referencing shall be in accordance with the [Inter-institutional style guide](#).

4.2.2 Quality monitoring and evaluation by the European Parliament

The contractor shall put in place effective internal quality control mechanisms, including internal peer review, especially for longer studies.

The draft final version and the final version of the specific assignments under this multiple Framework service contract shall undergo internal evaluation by the European Parliament, including computer-based plagiarism detection on any research paper submitted. An external peer review may also be undertaken.

4.2.3 Linguistic standard and clarity

- All deliverables should be drafted in a **concise, non-technical English language**, allowing Members to readily gain an overview of the specific subject, independent of their prior knowledge.

- **Clarity and the highest quality of language** shall be ensured, inter alia to avoid misinterpretations and misunderstandings in a multilingual environment.
- The contractor should be careful to ensure that the language used is appropriate for the type of text and the future uses to which it shall be put. This includes the use of gender-neutral language.
- Research papers submitted shall benefit from graphs, tables and infographics for clear and user-friendly presentation.
- Before submitting any research paper to the European Parliament, the contractor shall carry out a profound editorial review and a **high-quality English language proofreading**.

4.2.4 Typographical

Any research paper submitted shall conform to the Microsoft Word drafting and layout template as provided in electronic form by the European Parliament during the specific requests for services.

4.3 Duty of information

Upon each request for services from the European Parliament, the contractor shall notify the European Parliament of any previous services performed for national and international public or private entities, including EU institutions and agencies, in the area which is the subject matter of the request.

The contractor shall execute his/her responsibilities in full independence of other professional and academic commitments.

Therefore, when carrying out each specific assignment under this multiple Framework service contract:

- The contractor shall not be affected by any conflict of interest arising in particular from any economic interests, from political or national associations, from family or other personal links, or from any other relationships or common interests.
- There shall be no professional or financial constraints on the contractor's availability to carry out the required assignments or that would compromise the impartiality of the expertise given.
- The contractor shall notify the European Parliament without delay if the above situation changes, particularly in such a way as to compromise the independent nature of the expertise.

At each specific request for services, contractors may be asked to fill in a declaration on professional independence and absence of conflicts of interest, listing:

- explicit information regarding previous or forthcoming work on the same subject area for national and international public or private entities, including EU institutions and agencies; and
- work for, interests in or a formal role within a private sector body, political party, NGO, faith group or similar, active in the field covered by the research project.

4.4 Copyright

Special attention is drawn to the clauses concerning copyright and related issues of the multiple Framework service contract (I.4.4, I.16, II.9).

The contractor may not publish the research paper commissioned by the European Parliament under his own name unless authorised to do so by the European Parliament in writing. Such authorisations are possible under specific conditions:

- Authorisations may only be granted on an ad hoc basis and not in general.
- Before authorising, the European Parliament shall require the applicants to provide a blueprint of their publication to the European Parliament to check before granting authorisation.
- Authorisation is granted on condition that one copy of each printed publication is provided for the European Parliament's archives.
- The publication needs to mention that the research paper was produced for the European Parliament and shall contain the European Parliament's copyright notice.
- If the research paper published is part of a series which contains regularly updated content, the publication shall mention that updates are available from the European Parliament's website and give the web address.
- Furthermore, the authorisation may impose other conditions (such as a statement that the opinions expressed are those of the contractor only and do not represent the European Parliament's official position).

If the republication of the research paper is planned with a publishing house which sells the research paper for financial profit (commercial use), apart from the conditions for authorisation listed above, the publisher needs to mention at the front of the publication that the identical content is available free of charge from the European Parliament's website and give the web address.

5. EXECUTION OF THE CONTRACT

5.1 Procedure for specific service requests

5.1.1 Reopening procedure

Specific service requests for expertise (all formats of research papers) are awarded following the principle of reopening of the competition.

The European Parliament shall contact all contractors simultaneously (usually by email from the mailbox poldepd_tenders@ep.europa.eu to the email address indicated in Article I.17 of the multiple Framework service contract) in view of commissioning the specific service in question.

Specific terms of reference shall be addressed to the framework contractors, containing namely terms and conditions of performance of the specific assignment, including a detailed description thereof, the time limits, as well as the number of meetings and/or presentation at the European Parliament's premises, if applicable.

The framework contractors shall be asked to provide their best offer for the service requested.

The European Parliament shall always give a minimum of seven (7) calendar days to submit offers. For larger and more complex research papers, the time granted is likely to be longer.

It is recommended that framework contractors send emails with the options of 'delivery receipt' and 'read receipt'.

Framework contractors are not required to respond to the European Parliament's request to submit a specific offer. However, they are expected to inform the European Parliament if they intend not to submit an offer and about their reasons not to do so. Attention is drawn to Article I.7 of the multiple Framework service contract. It stipulates that if the contractor does not submit any offer after three (3) subsequent requests without reasoned justifications, the European Parliament may terminate the contract with that contractor.

5.1.2 Prices

- The **total price** quoted should be based on a breakdown for each category of staff of the daily rates as quoted in the global Financial Offer (Annex IV of the multiple Framework service contract) multiplied by the proposed number of days of work (**the daily rates cannot be changed**). The total price for the research paper shall include the working time for a kick-off meeting at the premises of the European Parliament or a telephone/video conference. (If presence at the premises of the European Parliament is requested for the kick-off or other meetings to discuss on-going research, travel shall be reimbursed in accordance with Section 6 below).
- For meetings and presentations, working time shall be covered by the daily rates and day(s) calculated for the service, whereas travel and subsistence expenses shall be reimbursed separately in accordance with Section 6 below.

Please note that framework contractors shall adhere to the daily rates indicated in their global financial offer. **Specific offers not complying with the daily rates indicated in the global offer shall be rejected, except in case of an obvious material or clerical error, Article 151 Financial Regulation.**

5.1.3 Contacts during the reopening procedure

All contact between framework contractors and the European Parliament shall be prohibited throughout the tendering period of the procedure, save in exceptional cases and in the following circumstances:

Prior to the closing date for the submission of offers:

- On the initiative of framework contractors, in order to receive additional information for the sole purpose of clarifying the nature of the contract. Framework contractors who wish to obtain additional information on the documents making up the invitation to tender should submit their questions solely in writing by email to the following address: poldepd_tenders@ep.europa.eu

The European Parliament shall not respond to oral questions, questions submitted after the deadline or questions which are incorrectly worded or addressed.

Any questions received, together with the relevant replies, shall be sent by the European Parliament to all framework contractors of the multiple Framework service contract.

- On the European Parliament's initiative, if its departments discover an error, an inaccuracy, an omission or any other material shortcoming in the wording of the documents constituting the reopening of competition.

If appropriate, any additional information and the information referred to above shall be communicated by email on the same date and on strictly identical terms to all the framework contractors of the multiple Framework service contract.

After the specific offers have been opened and on the European Parliament's initiative:

- If the offer gives rise to requests for explanations, or with a view to correcting material and clerical errors in the wording of the offer, the European Parliament may take the initiative in contacting the contractor who has submitted this offer. Any such contact may not result in the terms of the offer being modified.

5.1.4 Evaluation of specific offers in the reopening procedure

The European Parliament shall then evaluate the offers submitted. The following criteria shall be taken into account.

5.1.4.1 Administrative conformity

The offer shall be rejected unless the administrative conformity evaluation establishes that:

- the offer has been received within the set time limit; and
- the offer complies with the daily rates as given in the Financial Offer (Annex IV of the multiple Framework service contract), except in case of an obvious material or clerical error in accordance with Article 151 of the Financial Regulation.

5.1.4.2 Award criteria

Offers which are administratively conforming shall be evaluated further. The specific service order shall be awarded to the framework service contractor who has submitted the best specific offer in the light of the following criteria:

Quality (max. points: 100; weighting for the overall score 75%)

The quality score shall be based on:

- the suggested approach (with criteria such as understanding of the topic; methodology including access to data sources; proposed structure for the research paper; coverage of research questions; work plan and organisation; and quality management, including editing and proofreading);

- the suggested project team and relevant resources for achieving the specific objectives (e.g. scientific databases, network of experts, criteria such as suitability of academic background of experts; expertise on the topic; geographical coverage; clear distribution of responsibilities in the team); and
- any further criteria that has been defined for each specific service request (in accordance with Point 1 of Annex I of the Financial Regulation)

The weighting of the different quality criteria shall be defined in the specific request for services.

An offer which does not score at least 50% on each quality criteria does not meet the quality requirements and shall not be evaluated financially. Thus, the offer shall be rejected. However, in exceptional circumstances, notably to safeguard competition, the Authorising Officer by subdelegation may decide to retain an offer, even if the quality score is less than 50% in one of the quality criteria.

Price (max. points: 100, weighting for the overall score 25%)

The financial score (specific points for price) shall be calculated according to the formula:

$$\text{Price points} = \frac{(\text{maximum price points}) * (\text{lowest price offer})}{(\text{price of respective offer})}$$

The highest number of points (100) is awarded to the lowest bidder and the points for the other bidders are calculated according to the formula above.

Calculation of final score

The overall score (total number of points of a specific offer) shall be calculated by adding up the price points and the quality points as follows:

$$\text{Total points} = \text{Quality points} * 75\% + \text{Price points} * 25\%$$

5.1.5 Notification of the results

5.1.5.1 To the successful contractor

Notification of the results shall be sent to the successful framework contractor via email from the mailbox poldepd_tenders@ep.europa.eu to indicate that he/she has been chosen for the specific contract. If the signed order form is not yet attached at this stage, please note that the notification as such does not constitute a commitment from the European Parliament to award the specific contract.

5.1.5.2 To the unsuccessful contractors

Notification of the results shall be sent to the unsuccessful framework contractors.

5.1.6 Award of the specific services contract

The specific services contract shall be awarded to the framework contractor who has made the most advantageous offer in terms of price and quality of the specific offer, as specified above.

The commissioning of the task always entails the submission of a signed order form (see Annex V of the multiple Framework service contract: Template of an order form for specific contracts), containing the specific terms of reference and the contractor's specific offer. There can be no provision of services without such an order form, which shall specify the terms of the expertise required, the fixed price and the deadlines. The signing of the order form shall mark the start of the time allowed for the execution of the task (if not explicitly specified otherwise).

Please note that prior to the signing of the order form, the European Parliament reserves the right to either abandon or cancel the specific procurement procedure without this entitling you to any compensation.

5.2 Deadlines and acceptance procedures

After receipt of the draft final version from the contractor, the European Parliament should send its observations and comments to the contractor as an estimation within ten (10) calendar days in case of a briefing and twenty (20) calendar days in case of a study.

After receipt of the observations, the contractor shall submit a new version of the research paper within a delay specified by the European Parliament, but no less than seven (7) calendar days.

If the European Parliament considers that the new version is not fully compliant with all the requirements, a second round of comments shall take place. The research paper shall be sent back to the contractor with further observations and comments (same deadlines as for the first round of comments apply to both the European Parliament and the contractor).

If the European Parliament considers that the new version is fully compliant with all the requirements, the European Parliament shall deem it the final version. The presentation of the study to a committee should be based on the final version; in a case of time pressure, however, the European Parliament can demand the contractor to hold a presentation on the basis of the draft final version. In any case, the contractor should take account of the issues and comments raised during the presentation in a committee and, if and where necessary, adapt the final version accordingly. As an estimation, the European Parliament shall have 30 calendar days to accept the final version and to request the invoice from the contractor. The contractor may not send the invoice prior to the final acceptance from the European Parliament. The formal approval of the final research paper by the European Parliament requires that all observations have been fully taken into account. Approval of the report shall not imply recognition by the European Parliament of the authenticity, comprehensiveness, relevance and accuracy of the statements and/or information contained therein.

In case of delay, manifest negligence, non-performance, non-conformity and incorrect performance, Article I.11 of the multiple Framework service contract shall apply. For this purpose, the contractor shall be notified by registered letter with acknowledgement of receipt, or by email from the functional mailbox poldepd_tenders@ep.europa.eu with the options of 'delivery receipt' and 'read receipt'.

6. TRAVEL REIMBURSEMENT FOR JOURNEYS TO BRUSSELS AND STRASBOURG

(See Section 14.2.2 of the Rules for tendering)

Experts coming to Brussels or Strasbourg at the European Parliament's request to present their expertise, to participate in a committee meeting (or a kick-off meeting or other meetings to discuss on-going research), shall be reimbursed according to the European Parliament rules for guests invited to hearings:

Travel expenses will be reimbursed on the basis of the shortest route between the usual residence/office address and the European Parliament (for both legs of the journey).

Reimbursement conditions are as follows:

- up to a maximum of flexible economy-class air fare, incl. all reservation costs;
- first-class rail fare, incl. all reservation costs;
- equivalent of a second-class rail fare where the guest travels by car;
- a flat rate allowance of €60 to cover travel costs between the usual residence/office address and the nearest airport/station (incl. parking fees at airport/station).

Reimbursement will be made upon presentation of original tickets and boarding passes (paper or electronic). A declaration of honour must be submitted by guests travelling by car.

Daily/overnight allowance

The guest/petitioner shall be entitled to:

- a daily allowance of €125 for each day of active meeting participation to cover meals, local transport at the venue of the meeting and other expenses, and
- an overnight allowance of €165 if an overnight stay at the venue of the hearing is necessary (**on presentation of the original hotel bill to be attached to the request for reimbursement**). Electronic hotel bills are also accepted). If an overnight stay is necessary, the guest is entitled to the overnight allowance for the night preceding a hearing that starts in the morning and for the night following a hearing that takes place in the afternoon.