CONTRACT

SERVICE CONTRACT FOR EUROPEAN UNION EXTERNAL ACTIONS

FED/2019/406-596

FINANCED FROM THE EDF

European Union, represented by the European Commission, B-1049 Brussels, Belgium, on behalf of and for the account of the government of Guinea Bissau

('the contracting authority'),

of the one part,

and

DEMOS – Centro Para a Democracia Criatividade e Inclusão
Bairro dos Ministros, Alto Bandim
Bissau, Guinea Bissau
VAT number: GW910140758
FEL: 6000626223

('the contractor')

of the other part,

have agreed as follows:

PROJECT

Facilité de Coopération Technique V (TCF V) et Programme d'appui à l'Ordonnateur national du FED pour la Guinée-Bissau

(FED/2016/039-091)

CONTRACT TITLE

Guinea-Bissau's first public opinion poll – Vozes do Povo – Phase II

Identification number FED/2019/406-596

(1) Subject

1.1 The subject of this contract is to develop the Vozes do Povo data set, by drawing further insights from Guinea-Bissau's first public opinion survey through data mining, comparative assessments, focus group studies; and to disseminate these findings through publications, presentations and trainings, done in Guinea Bissau with identification number FED/2019/406-596 ('the services').

1.2 The contractor shall execute the tasks assigned to him in accordance with the terms of reference annexed to the contract (Annex II)

(2) Contract value

This contract, established in Euro, is a global price contract. The contract value is **Euro 90,962.**

(3) Order of precedence of contract documents

The following documents shall be deemed to form and be read and construed as part of this contract, in the following order of precedence:

- the contract agreement;
- the special conditions
- the general conditions (Annex I);
- the terms of reference (Annex II)
- the organisation and methodology (Annex III);
- Key experts (Annex IV);
- Budget (Annex V);

The various documents making up the contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the order in which they appear above. Addenda shall have the order of precedence of the document they are amending.

(4) Language of the contract

The language of the contract and of all written communications between the contractor and the contracting authority and/or the project manager shall be English.

Done in English in three originals, two originals for the European Commission and one original for the contractor.

For the contractor

Name: MIGUEL CARTER

Title: Director

Signature: MIGUEL CARTER

Date: 20/06/2019

For the contracting authority

Name: T. Leunda

Title: Head of Cooperation

Signature: 10/06/2019

Date:

SPECIAL CONDITIONS

These conditions amplify and supplement the general conditions governing the contract. Unless the special conditions provide otherwise, the general conditions remain fully applicable. The numbering of the Articles of the special conditions is not consecutive but follows the numbering of the general conditions. Exceptionally, and with the approval of the competent European Commission departments, other clauses can be indicated to cover particular situations.

Article 2 Communications

2.1 Any communication in connection with this contract shall be in writing, indicating the contract number and the subject, and addressed to:

For the contracting authority:

Governance and Socioeconomic Development Section
EU Delegation to Guinea Bissau
Bairro da Penha- BP 359
1122 Bissau Codex
Guinea Bissau

For the contractor:

DEMOS – Centro Para a Democracia Criatividade e Inclusão
To the attention of Mr Miguel Carter
Bairro dos Ministros, Alto Bandim
Bissau, Guinea Bissau
Email: miguelcarter.4@gmail.com

2.2 An electronic system will be used by the contracting authority and the contractor for all stages of implementation including, inter alia, management of the contract (amendments and administrative orders), reporting (including reporting on results) and payments. The contractor will be required to register in and use the appropriate electronic exchange system to allow for the e-management of the contract. With regard to interim and final reports, if they are required according to Article 26 or to the terms of reference, the contractor will be expected to use the forms in the electronic system for encoding and submitting the reports.

The electronic management of the contract through the aforementioned system may commence on the date on which implementation of the contract starts, as described in Article 19 below, or at a later date. In the latter case, the contracting authority will inform the contractor in writing that he will be required to use the electronic system for all communications within a maximum period of 3 months.

Article 4 Subcontracting

4.9 In the selection of subcontractors and/or other independent contractors, preference shall be given to natural persons, companies and firms of ACP States capable of implementing the tasks required on similar terms.

Article 7 General obligations

7.8 Communication activities to be put in place by the contractor must comply with the rules lay down in the Communication and Visibility Manual for EU External Actions published by the European Commission.

Article 12 - Liabilities

12.2 By way of derogation from Article 12.2, paragraph 2, of the general conditions, compensation for damage resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to Euro 90,962.

Article 13 - Insurance

13.2 a) By derogation from Article 13.2 a) of the general conditions, before the start of activities, the contractor shall ensure that itself, its staff, its subcontractors and any person for which the contractor is answerable, are adequately insured with insurance companies recognized on the international insurance market, unless the contracting authority has given its express written consent on a specific insurance company.

13.2 b) By derogation from Article 13.2, b), paragraph 1 of the general conditions it is before the start of activities that the contractor shall provide the contracting authority with all cover notes and/or insurance certificates showing that the contractor's obligations relating to insurance are fully respected.

Article 19 Implementation of the tasks and delays

19.1 The start date for implementation shall be the date of signature of the contract by both parties.

19.2 The period for implementing the tasks is 9 months from the start date.

Article 26 Interim and final reports

The contractor shall submit progress reports as specified in the terms of reference.

Article 27 Approval of reports and documents

27.5 The contracting authority shall, within 45 days of receipt, notify the contractor of its decision concerning the documents or reports received by it, giving reasons should it reject the reports or documents, or request amendments. If the contracting authority does not give any comments on the documents or reports within the time limit, the contractor may request written acceptance of them. The documents or reports shall in any case be deemed to have been approved by the contracting authority if it does not expressly inform the contractor of any comments within 45 days of the receipt of the documents or reports.

Article 28 Expenditure verification

28.2 Not applicable

Article 29 Payment and interest on late payment

29.1 Payments shall be made in accordance with the following the option:

Month		EUR
1	**Maximum pre-financing payment**[1]	40 % of the contract value: 36,384.80
9	**Balance**	60 % of the contract value: 54,577.20
	Total	90,962

29.5 Payments shall be made in euro in accordance with Articles 20.6 and 29.4 of the general conditions into the bank account notified by the contractor to the contracting authority.

Article 30 Financial guarantee

30.1 By derogation from Article 30 of the general conditions no pre-financing guarantee is required.

Article 40 Settlement of disputes

40.4 Any disputes arising out of or relating to this contract which cannot be settled amicably shall be referred to the exclusive jurisdiction of the courts of Brussels, Belgium.

Article 42 Data Protection

Not applicable.

Article 43 Further additional clauses

Not applicable.

* * *

[1] The contractor is not obliged to ask for pre-financing.

ANNEX I:

GENERAL CONDITIONS FOR SERVICE CONTRACTS FOR EXTERNAL ACTIONS FINANCED BY THE EUROPEAN UNION OR BY THE EUROPEAN DEVELOPMENT FUND

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PRELIMINARY PROVISIONS

ARTICLE 1. DEFINITIONS

1.1. The headings and titles in these general conditions shall not be taken as part thereof or be taken into consideration in the interpretation of the contract.

1.2. Where the context so permits, words in the singular shall be deemed to include the plural and vice versa, and words in the masculine shall be deemed to include the feminine and vice versa.

1.3. The word "country" shall be deemed to include State or Territory.

1.4. Words designating persons or parties shall include firms, companies, and any organisation having legal capacity.

1.5. The definitions of the terms used throughout these general conditions are laid down in the "Glossary of terms", Annex A1a to the practical guide, which forms an integral part of the contract.

ARTICLE 2. COMMUNICATIONS

2.1. Unless otherwise specified in the special conditions, any written communication relating to this contract between the contracting authority or the project manager, and the contractor shall state the contract title and identification number, and shall be sent by post, facsimile transmission, e-mail or personal delivery to the appropriate addresses designated by the Parties for that purpose in the special conditions.

2.2. If the sender requires evidence of receipt, it shall state such requirement in its communication and shall demand such evidence of receipt whenever there is a deadline for the receipt of the communication. In any event, the sender shall take all the necessary measures to ensure timely receipt of its communication.

2.3. Wherever the contract provides for the giving or issue of any notice, consent, approval, certificate or decision, unless otherwise specified such notice, consent, approval, certificate or decision shall be in writing and the words "notify", "consent", "certify", "approve" or "decide" shall be construed accordingly. Any such consent, approval, certificate or decision shall not unreasonably be withheld or delayed.

2.4. Any oral instructions or orders shall be confirmed in writing.

ARTICLE 3. ASSIGNMENT

3.1. An assignment shall be valid only if it is a written agreement by which the contractor transfers its contract or part thereof to a third party.

3.2. The contractor shall not, without the prior consent of the contracting authority, assign the contract or any part thereof, or any benefit or interest thereunder, except in the following cases:

(a) a charge, in favour of the contractor's bankers, of any monies due or to become due under the contract; or

(b) the assignment to the contractor's insurers of the contractor's right to obtain relief against any other person liable in cases where the insurers have discharged the contractor's loss or liability.

3.3. For the purpose of Article 3.2, the approval of an assignment by the contracting authority shall not relieve the contractor of its obligations for the part of the contract already performed or the part not assigned.

3.4. If the contractor has assigned the contract without authorisation, the contracting authority may, without formal notice thereof, apply as of right the sanction for breach of contract provided for in Articles 34 and 36.

3.5. Assignees shall satisfy the eligibility criteria applicable for the award of the contract and they shall not fall under the exclusion criteria described in the tender dossier.

ARTICLE 4. SUBCONTRACTING

4.1. A subcontract shall be valid only if it is a written agreement by which the contractor entrusts performance of a part of the contract to a third party.

4.2. The contractor shall request to the contracting authority the authorisation to subcontract. The request must indicate the elements of the contract to be subcontracted and the identity of the subcontractors. The contracting authority shall notify the contractor of its decision, within 30 days of receipt of the request, stating reasons should it withhold such authorisation.

4.3. No subcontract creates contractual relations between any subcontractor and the contracting authority.

4.4. The contractor shall be responsible for the acts, defaults and negligence of its subcontractors and its experts, agents or employees, as if they were the acts, defaults or negligence of the contractor, its experts, agents or employees. The approval by the contracting authority of the subcontracting of any part of the contract or of the subcontractor to perform any part of the services shall not relieve the contractor of any of its obligations under the contract.

4.5. If a subcontractor is found by the contracting authority or the project manager to be incompetent in discharging its duties, the contracting authority or the project manager may request the contractor forthwith, either to provide a subcontractor with qualifications and experience acceptable to the contracting authority as a replacement, or to resume the implementation of the tasks itself.

4.6. Subcontractors shall satisfy the eligibility criteria applicable to the award of the contract. They shall not fall under the exclusion criteria described in the tender dossier and the contractor shall ensure that they are not subject to EU restrictive measures.

4.7. Those services entrusted to a subcontractor by the contractor shall not be entrusted to third parties by the subcontractor, unless otherwise agreed by the contracting authority.

4.8. If the contractor enters into a subcontract without approval, the contracting authority may, without formal notice thereof, apply as of right the sanction for breach of contract provided for in Articles 34 and 36.

OBLIGATIONS OF THE CONTRACTING AUTHORITY

ARTICLE 5. SUPPLY OF INFORMATION

5.1. The contracting authority shall supply the contractor promptly with any information and/or documentation at its disposal, which may be relevant to the performance of the contract. Such documents shall be returned to the contracting authority at the end of the period of implementation of the tasks.

5.2. The contracting authority shall co-operate with the contractor to provide information that the latter may reasonably request in order to perform the contract.

5.3. The contracting authority shall give notification to the contractor of the name and address of the project manager.

ARTICLE 6. ASSISTANCE WITH LOCAL REGULATIONS

6.1. The contractor may request the assistance of the contracting authority in obtaining copies of laws, regulations, and information on local customs, orders or by-laws of the country in which the services are to be performed, which may affect the contractor in the performance of its obligations under the contract. The contracting authority may provide the assistance requested to the contractor at the contractor's cost.

6.2. Subject to the provisions of the laws and regulations on foreign labour of the country in which the services have to be rendered, the contracting authority provides reasonable assistance to the contractor, at its request, for its application for any visas and permits required by the law of the country in which the services are rendered, including work and residence permits, for the staff whose services the contractor and the contracting authority consider necessary, as well as residence permits for their families.

OBLIGATIONS OF THE CONTRACTOR

ARTICLE 7. GENERAL OBLIGATIONS

7.1. The contractor shall execute the contract with due care, efficiency and diligence in accordance with the best professional practice.

7.2. The contractor shall comply with any administrative orders given by the project manager. Where the contractor considers that the requirements of an administrative order go beyond the authority of the project manager or of the scope of the contract he shall give notice, with reasons, to the project manager. If the contractor fails to notify within the 30-day period after receipt thereof, he shall be barred from so doing. Execution of administrative order should not be suspended because of this notice.

7.3. The contractor shall supply, without delay, any information and documents to the contracting authority and the European Commission upon request, regarding the conditions in which the contract is being executed.

7.4. The contractor shall respect and abide by all laws and regulations in force in the partner country and shall ensure that its staff, their dependents, and its local employees also respect and abide by all such laws and regulations. The contractor shall indemnify the contracting authority against any claims and proceedings arising from any infringement by the contractor, its employees and their dependents of such laws and regulations.

Contractors must ensure that there is no detection of subcontractors, natural persons, including participants to workshops and/or trainings in the lists of EU restrictive measures.

7.5. Should any unforeseen event, action or omission directly or indirectly hamper performance of the contract, either partially or totally, the contractor shall immediately and at its own initiative record it and report it to the contracting authority. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the contractor to ensure full compliance with its obligations under the contract. In such event the contractor shall give priority to solving the problem rather than determining liability.

7.6. Subject to Article 7.8, the contractor undertakes to treat in the strictest confidence and not make use of or divulge to third parties any information or documents which are linked to the performance of the contract without the prior consent of the contracting authority. The contractor shall continue to be bound by this undertaking after completion of the tasks and shall obtain from each member of its staff the same undertaking. However, use of the contract’s reference for marketing or tendering purposes does not require prior approval of the contracting authority, except where the contracting authority declares the contract to be confidential.

7.7. If the contractor is a joint venture or a consortium of two or more persons, all such persons shall be jointly and severally bound in respect of the obligations under the contract, including any recoverable amount. The person designated by the consortium to act on its behalf for the purposes

of the contract shall have the authority to bind the consortium and is the sole interlocutor for all contractual and financial aspects. The composition or the constitution of the joint venture or consortium shall not be altered without the prior consent of the contracting authority. Any alteration of the composition of the consortium without the prior consent of the contracting authority may result in the termination of the contract.

7.8. Save where the European Commission requests or agrees otherwise, the contractor shall ensure the highest visibility to the financial contribution of the European Union. To ensure such publicity the contractor shall implement among other actions the specific activities described in the special conditions. All measures must comply with the rules in the Communication and Visibility Manual for EU External Actions published by the European Commission.

7.9. Any records shall be kept for a 7-year period after the final payment made under the contract as laid down in Article 24. These documents comprise any documentation concerning income and expenditure and any inventory, necessary for the checking of supporting documents, including timesheets, plane and transport tickets, pay slips or invoices for the remuneration paid to the experts and invoices or receipts for incidental expenditure. In case of failure to maintain such records the contracting authority may, without formal notice thereof, apply as of right the sanction for breach of contract provided for in Articles 34 and 36.

ARTICLE 8. CODE OF CONDUCT

8.1. The contractor shall at all-time act impartially and as a faithful adviser in accordance with the code of conduct of its profession as well as with appropriate discretion. It shall refrain from making any public statements concerning the project or the services without the prior approval of the contracting authority. It shall not commit the contracting authority in any way whatsoever without its prior consent, and shall make this obligation clear to third parties.

8.2. Physical abuse or punishment, or threats of physical abuse, sexual abuse or exploitation, harassment and verbal abuse, as well as other form of intimidation shall be prohibited. The contractor shall also provide to inform the contracting authority of any breach of ethical standards or code of conduct as set in the present Article. In case the contractor is aware of any violations of the abovementioned standards, he shall report it in writing within 30 days to the contracting authority.

8.3. The contractor and its staff shall respect human rights and the environmental legislation applicable in the country where the services have to be rendered and internationally agreed core labour standards, e.g. the ILO core labour standards, conventions on freedom of association and collective bargaining, elimination of forced and compulsory labour, elimination of discrimination in respect of employment and occupation, and the abolition of child labour.

8.4. The contractor or any of its subcontractors, agents or staff shall not abuse of its entrusted power for private gain. The contractor or any of its subcontractors, agents or staff shall not receive or agree to receive from any person or offer or agree to give to any person or procure for any person, gift, gratuity, commission or consideration of any kind as an inducement or reward for performing or refraining from any act relating to the performance of the contract or for showing favour or disfavour to any person in relation to the contract. The contractor shall comply with all applicable laws, regulations and codes relating to anti-bribery and anti-corruption.

8.5. The payments to the contractor under the contract shall constitute the only income or benefit it may derive in connection with the contract. The contractor and its staff must not exercise any activity or receive any advantage inconsistent with their obligations under the contract.

8.6. The execution of the contract shall not give rise to unusual commercial expenses. Unusual commercial expenses are commissions not mentioned in the contract or not stemming from a properly concluded contract referring to the contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commission paid to a company which has every appearance of being a front company. The contracting authority and the European Commission may carry out

documentary or on-the-spot checks they deems necessary to find evidence in case of suspected unusual commercial expenses.

8.7. The respect of the code of conduct set out in the present article constitutes a contractual obligation.

Failure to comply with the code of conduct is always deemed to be a breach of the contract under Article 34 of the General Conditions. In addition, failure to comply with the provisions set out in the present Article can be qualified as grave professional misconduct that may lead to either suspension or termination of the contract, without prejudice to the application of administrative sanctions including exclusion from participation in future contract award procedures.

ARTICLE 9. CONFLICT OF INTEREST

9.1. The contractor shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of the contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests, which may arise during performance of the contract, shall be notified to the contracting authority without delay. In the event of such conflict, the contractor shall immediately take all necessary steps to resolve it.

9.2. The contracting authority reserves the right to verify that such measures are adequate and may require additional measures to be taken if necessary. The contractor shall ensure that its staff, including its management, is not placed in a situation, which could give rise to conflict of interests. Without prejudice to its obligations under the contract, the contractor shall replace, immediately and without compensation from the contracting authority, any member of its staff exposed to such a situation.

9.3. The contractor shall refrain from any contact which would compromise its independence or that of its staff.

9.4. The contractor shall limit its role in connection with the project to the provision of the services described in the contract.

9.5. The contractor and anyone working under its authority or control in the performance of the contract or on any other activity may be excluded from access to other EU budget/EDF funds available under the same project. However, if the contractor is able to prove that his involvement in previous stages of the project does not constitute unfair competition, he may participate, subject to the prior approval of the contracting authority.

9.6. Civil servants and other staff of the public administration of the country where the services have to be rendered, regardless of their administrative situation, shall not be recruited as experts unless the prior approval has been granted by the European Commission.

ARTICLE 10. ADMINISTRATIVE SANCTIONS

10.1. Without prejudice to the application of other remedies laid down in the contract, a sanction of exclusion from all contracts and grants financed by the EU may be imposed, after an adversarial procedure in line with the applicable Financial Regulation, upon the contractor who, in particular,

a) is guilty of grave professional misconduct, has committed irregularities or has shown significant deficiencies in complying with the main obligations in the performance of the contract or has been circumventing fiscal, social or any other applicable legal obligations, including through the creation of an entity for this purpose. The duration of the exclusion shall not exceed the duration set by final judgement or final administrative decision or, in the absence thereof, three years;

b) is guilty of fraud, corruption, participation in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings. The duration of the exclusion shall not exceed the duration set by final judgement or final administrative decision or, in the absence thereof, five years.

10.2. In the situations mentioned in Article 10.1, in addition or in alternative to the sanction of exclusion, the contractor may also be subject to financial penalties up to 10% of the total value of the contract.

10.3. Where the contracting authority is entitled to impose financial penalties, it may deduct such financial penalties from any sums due to the contractor or call on the appropriate guarantee.

10.4. The decision to impose administrative sanctions may be published on a dedicated internet-site, explicitly naming the contractor.

ARTICLE 11. SPECIFICATIONS AND DESIGNS

11.1. The contractor shall prepare all specifications and designs using accepted and generally recognised systems acceptable to the contracting authority and taking into account the latest design criteria.

11.2. The contractor shall ensure that the specifications and designs and all documentation relating to procurement of goods and services for the project are prepared on an impartial basis so as to promote competitive tendering.

ARTICLE 12. LIABILITIES

12.1. Liability for damage to services

Without prejudice to Article 30 (financial guarantee) and Article 38 (force majeure), the contractor shall assume (i) full responsibility for maintaining the integrity of services and (ii) the risk of loss and damage, whatever their cause, until the completion of the implementation of the tasks and approval of reports and documents under Articles 26 and 27.

After the completion of the implementation of the tasks, the contractor shall be responsible for and shall indemnify the contracting authority for any damage caused to the services by the contractor, its staff, its subcontractors and any person for which the contractor is answerable, during any operation performed to complete any work left, as the case may be, pending or to comply with its obligations under Articles 26 and 27, particularly if the contract is performed in phases.

Compensation for damage to the services resulting from the contractor's liability in respect of the contracting authority is capped at the contract value.

However, compensation for loss or damage resulting from fraud or gross negligence of the contractor, its staff, its subcontractors and any person for which the contractor is answerable, can in no case be capped.

The contractor shall remain responsible for any breach of its obligations under the contract for such period after the services have been performed as may be determined by the law governing the contract, even after approval of the reports and documents, or by default for a period of 10 years.

12.2. Contractor's liability in respect of the contracting authority

At any time, the contractor shall be responsible for and shall indemnify the contracting authority for any damage caused during the performance of the services, to the contracting authority by the contractor, its staff, its subcontractors and any person for which the contractor is answerable.

Compensation for damage resulting from the contractor's liability in respect of the contracting authority is capped at an amount equal to one million euros if the contract value is less than or equal to one million euros. If the contract value is greater than one million euros, compensation for damages resulting from the contractor's liability shall be capped to the contract value.

However, compensation for loss or damage resulting from the contractor's liability in case of bodily injury, including death, can in no case be capped. The same applies to compensation for any damages of any kind resulting from fraud or gross negligence of the contractor, its staff, its subcontractors and any person for which the contractor is answerable.

12.3. Contractor's liability in respect of third parties

Without prejudice to Article 14.9, the contractor shall, at its own expense, indemnify, protect and defend, the contracting authority, its agents and employees, from and against all actions, claims, losses or damage, direct or indirect, of whatever nature (hereinafter 'claim(s)') arising from any act or omission by the contractor, its staff, its subcontractors and/or any person for which the contractor is answerable, in the performance of the services, including any violation of any legal provisions, or rights of third parties, in respect of patents, trademarks and other forms of intellectual property such as copyrights.

The contracting authority must notify any third party claim to the contractor as soon as possible after the contracting authority becomes aware of them.

If the contracting authority chooses to challenge and defend itself against the claim(s), the contractor shall bear the reasonable costs of defense incurred by the contracting authority, its agents and employees.

Under these general conditions, the agents and employees of the contracting authority, as well as the contractor's staff, its subcontractors and any person for which the contractor is answerable are considered to be third parties.

12.4. The contractor shall treat all claims in close consultation with the contracting authority

12.5. Any settlement or agreement settling a claim requires the prior express written consent of the contracting authority and the contractor.

ARTICLE 13. MEDICAL, INSURANCE AND SECURITY ARRANGEMENTS

13.1. Medical arrangement

The contracting authority may condition the performance of the services to the production, by the contractor, of a recent medical certificate attesting that the contractor itself, its staff, its subcontractors and/or any person for which the contractor is answerable, are fit to implement the services required under this contract.

13.2. Insurance – general issues

a) At the latest together with the return of the countersigned contract, and for the period of implementation of the tasks, the contractor shall ensure that itself, its staff, its subcontractors and any person for which the contractor is answerable, are adequately insured with insurance companies recognized on the international insurance market, unless the contracting authority has given its express written consent on a specific insurance company.

b) At the latest together with the return of the countersigned contract, the contractor shall provide the contracting authority with all cover notes and/or certificates of insurance showing that the contractor's obligations relating to insurance are fully respected. The contractor shall submit without delay, whenever the contracting authority or the project manager so requests, an updated version of the cover notes and/or certificates of insurance.

The contractor shall obtain from the insurers that they commit to personally and directly inform the contracting authority of any event likely to reduce, cancel or alter in any manner whatsoever, that coverage. The insurers shall deliver this information as quickly as possible, and in any event at least thirty (30) days before the reduction, cancellation or alteration of the cover is effective. The contracting authority reserves the right to indemnify the insurer in case the contractor fails to pay the premium, without prejudice to the contracting authority's right to recover the amount of the premium it paid, and to subsequently seek compensation for its possible resulting damage.

c) Whenever possible, the contractor shall ensure that the subscribed insurance contracts contain a waiver of recourse in favour of the contracting authority, its agents and employees.

d) The purchase of adequate insurances by the contractor shall in no case exempt it from its statutory and/or contractual liabilities.

e) The contractor shall fully bear the consequences of a total or partial lack of coverage, and to the full discharge of the contracting authority.

f) The contractor shall ensure that its staff, its subcontractors and any person for whom the contractor is answerable comply with the same insurance requirements imposed to it under this contract. In case of default of insurance or inadequate insurance of its staff, its subcontractors or any person for which the contractor is answerable, the contractor shall indemnify the contracting authority from all consequences resulting therefrom.

g) Under its own responsibility and without prejudice to the obligation to take out all insurance covering its obligations under this contract, the contractor shall ensure that all compulsory insurances are subscribed in compliance with the laws and regulations in force in the country in which the services are to be performed. It shall also ensure that all possible statutory obligations applying to the coverage are complied with.

h) The contracting authority shall not bear any liability for the assessment and adequacy of insurance policies taken out by the contractor with its contractual and/or statutory obligations.

i) In any event, the contractor shall take out the insurance referred to below.

13.3. Insurance – Specific issues

a) The contractor shall take out all insurance necessary to cover its liability, both with regard to its professional liability and its liability as provided under Article 12.

b) The contractor shall ensure that itself, its staff, its subcontractors and any person for which the contractor is answerable, are covered by an insurance policy covering, in addition to the possible intervention of any statutory insurance:

   i. all medical expenses, including hospital expenses;

   ii. the full cost of repatriation in case of illness, accident, or in the event of death by disease or accident;

   iii. accidental death or permanent disability resulting from bodily injury incurred in connection with the contract.

   In the absence of adequate insurance, the contracting authority may bear such costs to the benefit of the contractor itself, its staff, its subcontractors and any person for which the contractor is answerable. This bearing of the costs by the contracting authority shall be subsidiary and may be claimed against the contractor, its subcontractors and any person who should have taken out this insurance, without prejudice to the compensation of the contracting authority's possibly resulting damage.

c) The contractor shall take out insurance policies providing coverage of the contractor itself, its staff, its subcontractors and any person for which the contractor is answerable, in case of an accident at work or on the way to work. It shall ensure that its subcontractors do the same. It indemnifies the contracting authority against any claims that its employees or those of its subcontractors could have in this regard. For its permanent expatriate staff, where appropriate, the contractor shall in addition comply with the laws and regulations applicable in the country of origin.

d) The contractor shall also insure the personal effects of its employees, experts and their families located in the partner country against loss or damage.

13.4. Security arrangements

The contractor shall put in place security measures for its employees, experts and their families located in the partner country commensurate with the physical danger (possibly) facing them.

The contractor shall also be responsible for monitoring the level of physical risk to which its employees, experts and their families located in the partner country are exposed and for keeping the contracting authority informed of the situation. If the contracting authority or the contractor becomes aware of an imminent threat to the life or health of any of its employees, experts or their families, the contractor must take immediate emergency action to remove the individuals concerned to safety. If the contractor takes such action, he must communicate this immediately to the project manager and this may lead to suspension of the contract in accordance with Article 35.

ARTICLE 14. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

14.1. A 'result' shall be any outcome of the implementation of the contract and provided as such by the contractor.

14.2. The ownership of all the results or rights thereon as listed in the tender specification and the tender attached to the contract, including copyright and other intellectual or industrial property rights, and all technological solutions and information embodied therein, obtained in performance of the contract, shall be irrevocably and fully vested to the contracting authority from the moment these results or rights are delivered to it and accepted by it. The contracting authority may use them as it sees fit and in particular may store, modify, translate, display, reproduce, publish or communicate by any medium, as well as, assign, transfer them as it sees fit.

14.3. For the avoidance of doubt and where applicable, any such vesting of rights is also deemed to constitute an effective transfer of the rights from the contractor to the contracting authority.

14.4. The above vesting of rights in the contracting authority under this contract covers all territories worldwide and is valid for the whole duration of intellectual or industrial property rights protection, unless stipulated otherwise by the contracting authority and the contractor.

14.5. The contractor shall ensure that delivered results are free of rights or claims from third parties including in relation to pre-existing rights, for any use envisaged by the contracting authority. If the contracting authority so requires, the contractor shall provide exhaustive proof of ownership or rights to use all necessary rights, as well as, of all relevant agreements of the creator(s).

14.6. All reports and data such as maps, diagrams, drawings, specifications, plans, statistics, computations, databases format and data, software and any supporting records or materials acquired, compiled or prepared by the contractor in the performance of the contract, as well as, any outcome of the implementation of the contract, shall be the absolute property of the contracting authority unless otherwise specified. The contractor shall, upon completion of the contract, deliver all such documents and data to the contracting authority. The contractor must not retain copies of such documents and data and must not use them for purposes unrelated to the contract without the prior consent of the contracting authority.

14.7. The contractor shall not publish articles relating to the services or refer to them when carrying out any services for others, or divulge information obtained by the contractor in the course of the contract for purposes other than its performance, without the prior consent of the contracting authority.

14.8. By delivering the results, the contractor warrants that the above transfer of rights does not violate any law or infringe any rights of others and that it possesses the relevant rights or powers to execute the transfer. It also warrants that it has paid or has verified payment of all fees including fees to collecting societies, related to the final results.

14.9. The contractor shall indemnify and hold the contracting authority harmless for all damages and cost incurred due to any claim brought by any third party including creators and intermediaries for any alleged breach of any intellectual, industrial or other property right based on the contracting authority's use as specified in the contract of patents, licenses, drawings, designs, models, or brand or trade-marks, except where such infringement results from compliance with the design or specification provided by the contracting authority.

NATURE OF THE SERVICES

ARTICLE 15. THE SCOPE OF THE SERVICES

15.1. The scope of the services is specified in Annex II and Annex III.

15.2. Where the contract is for an advisory function for the benefit of the contracting authority and/or project manager in respect of all the technical aspects of the project, which may arise out of its implementation, the contractor shall not have decision-making responsibility.

15.3. Where the contract is for management of the implementation of the project, the contractor shall assume all the duties of management inherent in supervising the implementation of a project, subject to the project manager's authority.

15.4. If the contractor is required to prepare a tender dossier, the dossier shall contain all documents necessary for consulting suitable contractors, manufacturers and suppliers, and for preparing tender procedures with a view to carrying out the works or providing the supplies or services covered by an invitation to tender. The contracting authority shall provide the contractor with the information necessary for drawing up the administrative part of the tender dossier.

ARTICLE 16. STAFF

16.1. For fee-based contracts, without prejudice to paragraph 4 of this Article, the contractor must inform the contracting authority of all staff which the contractor intends to use for the implementation of the tasks, other than the key experts whose CVs are included in Annex IV. Annex II and/or Annex III shall specify the minimum level of training, qualifications and experience of the staff and, where appropriate, the specialisation required. The contracting authority shall have the right to oppose the contractor's choice of staff.

16.2. All those working on the project with the approval of the contracting authority shall commence their duties on the date or within the period laid down in Annex II and/or Annex III, or, failing this, on the date or within the periods notified to the contractor by the contracting authority or the project manager.

16.3. Save as otherwise provided in the contract, those working on the contract shall reside close to their normal place of posting. Where part of the services is to be performed outside the partner country, the contractor shall keep the project manager informed of the names and qualifications of staff assigned to that part of the services.

16.4. The contractor shall:

(a) forward to the project manager within 30 days of the signature of the contract by both parties, the timetable proposed for placement of the staff;

(b) inform the project manager of the date of arrival and departure of each member of staff;

(c) submit to the project manager for its approval a timely request for the appointment of any non-key experts.

16.5. The contractor shall provide its staff with all financial and technical means needed to enable them to carry out their tasks described under this contract efficiently.

16.6. No recruitment of an expert by the contractor can create contractual relations between the expert and the contracting authority.

ARTICLE 17. REPLACEMENT OF STAFF

17.1. The contractor shall not make changes to the agreed staff without the prior approval of the contracting authority. The contractor must on its own initiative propose a replacement in the following cases:

(a) In the event of death, in the event of illness or in the event of accident of an agreed staff;

(b) If it becomes necessary to replace an agreed staff for any other reasons beyond the contractor's control (e.g. resignation, etc.).

17.2. In the course of performance, the contracting authority can order an agreed staff to be replaced. This shall be done on the basis of a written and justified request to which the contractor and the agreed staff have had the opportunity to provide observations.

17.3. Where an agreed staff must be replaced, the replacement must possess at least equivalent qualifications and experience, and the remuneration to be paid to the replacement cannot exceed that received by the agreed staff who has been replaced. Where the contractor is unable to provide a replacement with equivalent qualifications and/or experience, the contracting authority may either decide to terminate the contract, if the proper performance of it is jeopardised, or, if it considers that this is not the case, accept the replacement, provided that the fees of the latter are renegotiated to reflect the appropriate remuneration level.

17.4. Additional costs incurred by the replacement of an agreed staff are the responsibility of the contractor. The contracting authority makes no payment for the period when the agreed staff to be replaced is absent. The replacement of any agreed staff, whose name is listed in Annex IV of the contract, must be proposed by the contractor within 15 calendar days from the first day of the agreed staff's absence. If after this period the contractor fails to propose a replacement in accordance with Article 17.3 above, the contracting authority may apply liquidated damages up to 10% of the remaining fees of that expert to be replaced. The contracting authority must approve or reject the proposed replacement within 30 days.

17.5. The partner country may be notified of the identity of the agreed staff proposed to be added or replaced in the contract to obtain its approval. The partner country must not withhold its approval unless it submits duly substantiated and justified objections to the proposed experts in writing to the contracting authority within 15 days of the date of the request for approval.

ARTICLE 18. TRAINEES

18.1. If required in the terms of reference, the contractor shall provide training for the period of implementation of the tasks for trainees assigned to it by the contracting authority under the terms of the contract.

18.2. Instruction by the contractor of such trainees shall not confer on them the status of employees of the contractor. However, they must comply with the contractor's instructions, and with the provisions of article 8, as if they were employees of the contractor. The contractor may on reasoned request in writing obtain the replacement of any trainee whose work or conduct is unsatisfactory.

18.3. Unless otherwise provided in the contract, allowance for trainees covering notably travel, accommodation and all other expenses incurred by the trainees shall be borne by the contracting authority.

18.4. The contractor shall report at quarterly intervals to the contracting authority on the training assignment. Immediately prior to the end of the period of implementation of the tasks, the contractor shall draw up a report on the result of the training and an assessment of the qualifications obtained by the trainees with a view to their future employment. The form of such reports and the procedure for presenting them shall be as laid down in the terms of reference.

PERFORMANCE OF THE CONTRACT

ARTICLE 19. IMPLEMENTATION OF THE TASKS AND DELAYS

19.1. The special conditions fix the date on which implementation of the tasks is to commence.

19.2. The period of implementation of tasks shall commence on the date fixed in accordance with Article 19.1 and shall be as laid down in the special conditions, without prejudice to extensions of the period which may be granted.

19.3. If the contractor fails to perform the services within the period of implementation of the tasks specified in the contract, the contracting authority shall, without formal notice and without prejudice to its other remedies under the contract, be entitled to liquidated damages for every day which shall elapse between the end of the period of implementation of the tasks specified in the contract and the actual date of completion of these tasks.

19.4. The daily rate for liquidated damages is calculated by dividing the contract value by the number of days of the period of implementation of the tasks, up to a maximum of 15% of the total value of the contract.

19.5. If the contracting authority has become entitled to claim 15% of the contract value, it may, after giving notice to the contractor:

(a) terminate the contract, and;

(b) enter into a contract with a third party to complete the services, at the contractor's cost.

ARTICLE 20. AMENDMENT TO THE CONTRACT

20.1. Any amendment to the contract affecting its object or scope, such as amendment to the total contract amount, replacement of an agreed staff the curriculum vitae of which is part of the contract and change of the period of implementation shall be formalised by means of an addendum. Both parties may request an addendum for amendment to the contract according to the following principles:

(a) An addendum for amendment may be requested only during the period of execution of the contract;

(b) Any request for an addendum shall be submitted in writing to the other party at least thirty days before the date on which the intended addendum is required to enter into force. In case of special circumstances duly substantiated by the contractor, the contracting authority may accept a different notice period.

The requested party shall notify the requesting party of its decision concerning the request within 30 days from its receipt. There is no automatic amendment without written confirmation by the requested party.

20.2. Additionally, the project manager has the power to issue administrative orders requesting an amendment to the contract not affecting its object or scope, including on request of the contractor, according to the following principles:

a) The requested contract amendment may take the form of additions, omissions, substitutions, changes in quality, quantity, specified sequence, method or timetable of implementation of the services;

b) Prior to the issuance of any administrative order, the project manager shall notify the contractor of the nature and the form of the proposed amendment.

The contractor shall then, without delay, submit to the project manager a written proposal containing:

(i) all measures required to comply with the requested amendment,

(ii) an updated timetable for implementation of the tasks, and,

(iii) if necessary, a proposed financial adjustment to the contract, using the contractual fee rates when the tasks are similar. When the tasks are not similar, the contractual fee rates shall be applied when reasonable.

Following receipt of the contractor's proposal, the project manager shall decide as soon as possible whether or not the amendment shall be carried out.

If the project manager decides that the amendment shall be carried out, it shall notify the contractor through an administrative order stating that the contractor shall carry out the amendment at the prices and under the conditions given in the contractor's proposal or as modified by the project manager in agreement with the contractor.

c) On receipt of the administrative order, the contractor shall carry out the amendments detailed in that administrative order as if such amendments were stated in the contract.

d) For fee-based contracts, administrative orders that have an impact on the contractual budget are limited to transfers within the fees, or transfers from the fees to the incidental expenditures, within the limits of Article 20.3.

e) For global price contracts, administrative orders cannot have an impact on the contractual budget.

20.3. No amendment either by means of addendum or through administrative order shall lead to decreasing the amount within the contractual budget allocated to expenditure verification, or change the award conditions prevailing at the time the contract was awarded.

20.4. Any amendment carried out by the contractor without an administrative order or without an addendum to the contract is not allowed and made at the contractor's own financial risk.

20.5. Where an amendment is required by a default or breach of contract by the contractor, any additional cost attributable to such amendment shall be borne by the contractor.

20.6. The contractor shall notify the contracting authority of any change of address and bank account using the form in Annex VI to notify any change in its bank account. The contracting authority shall have the right to oppose the contractor's change of bank account. The contractor shall notify the contracting authority of any change of auditor, which the contracting authority needs to approve.

ARTICLE 21. WORKING HOURS

21.1. The days and hours of work of the contractor or the contractor’s staff shall respect the laws, regulations and customs of the country where the services have to be rendered and the requirements of the services.

ARTICLE 22. LEAVE ENTITLEMENT

22.1. For fee-based contracts, the annual leave to be taken during the period of implementation of the tasks shall be at a time approved by the project manager.

22.2. For fee-based contracts, the fee rates are deemed to take into account the annual leave of up to 2 months for the contractor’s staff during the period of implementation of the tasks. Consequently, days taken as annual leave shall not be considered to be working days.

22.3. The contractor shall only be paid for the days actually worked. Any cost related to sick or casual leave shall be covered by the contractor. The contractor shall inform the project manager of any impact of such leave on the period of implementation of the tasks.

ARTICLE 23. INFORMATION

23.1. The contractor shall provide any information relating to the services and the project to the project manager, the European Commission, the European Court of Auditors or any person authorised by the contracting authority.

23.2. The contractor shall allow the project manager or any person authorised by the contracting authority or the contracting authority itself to inspect or audit the records and accounts relating to the services and to make copies thereof both during and after provision of the services.

ARTICLE 24. RECORDS

24.1. The contractor shall keep full accurate and systematic records and accounts in respect of the services in such form and detail as is sufficient to establish accurately that the number of working days and the actual incidental expenditure identified in the contractor's invoice(s) have been duly incurred for the performance of the services.

24.2. For fee-based contracts, timesheets recording the days or hours worked by the contractor's staff shall be maintained by the contractor. The timesheets filled in by the experts shall be confirmed on a monthly basis by the contractor and shall be approved by the project manager or any person authorised by the contracting authority or the contracting authority itself. The amounts invoiced by the contractor must correspond to these timesheets. Time spent travelling exclusively and necessarily for the purpose of the implementation of the contract, by the most direct route, may be included in the numbers of days or hours, as appropriate, recorded in these timesheets. Travel undertaken by the expert for mobilisation and demobilisation as well as for leave purposes shall not be considered as working days. A minimum of 7 hours worked are deemed to be equivalent to one day worked. For all experts, their time input shall be rounded to the nearest whole number of days worked for the purposes of invoicing.

24.3. Any records must be kept for a seven year period after the final payment made under the contract. These documents comprise any documentation concerning income and expenditure and any inventory, necessary for the checking of supporting documents, including timesheets, plane and transport tickets, pay slips for the remuneration paid to the experts and invoices or receipts for incidental expenditure. In case of failure to maintain such records the contracting authority may, without formal notice thereof, apply as of right the sanction for breach of contract provided for in Articles 34 and 36.

ARTICLE 25. VERIFICATIONS, CHECKS AND AUDITS BY EUROPEAN UNION BODIES

25.1. The contractor shall allow the European Commission, the European Anti-Fraud Office and the European Court of Auditors to verify, by examining the documents and to make copies thereof or by means of on-the-spot checks, including checks of documents (original or copies), the implementation of the contract. In order to carry out these verifications and audits, European Union bodies mentioned above shall be allowed to conduct a full audit, if necessary, on the basis of supporting documents for the accounts, accounting documents and any other document relevant to the financing of the contract. The contractor shall ensure that on-the-spot accesses is available at all reasonable times, notably at the contractor's offices, to its computer data, to its accounting data and to all the information needed to carry out the audits, including information on individual salaries of persons involved in the contract. The contractor shall ensure that the information is readily available at the moment of the audit and, if so requested, that data be handed over in an appropriate form. These inspections may take place up to seven years after the final payment.

25.2. Furthermore, the contractor shall allow the European Anti-Fraud Office to carry out checks and verification on the spot in accordance with the procedures set out in the European Union legislation for the protection of the financial interests of the European Union against fraud and other irregularities.

25.3. To this end, the contractor undertakes to give appropriate access to staff or agents of the European Commission, of the European Anti-Fraud Office and of the European Court of Auditors to the sites and locations at which the contract is carried out, including its information systems, as well as all documents and databases concerning the technical and financial management of the project and to take all steps to facilitate their work. Access given to agents of the European Commission, European Anti-Fraud Office and the European Court of Auditors shall be on the basis of confidentiality with respect to third parties, without prejudice to the obligations of public law to

which they are subject. Documents shall be easily accessible and filed so as to facilitate their examination. The contractor shall inform the contracting authority of their precise location.

25.4. The contractor guarantees that the rights of the European Commission, of the European Anti-Fraud Office and of the European Court of Auditors to carry out audits, checks and verification shall be equally applicable, under the same conditions and according to the same rules as those set out in this Article, to any subcontractor or any other party benefiting from EU budget/EDF funds.

25.5. Failure to comply with the obligations set forth in Article 25.1 to 25.4 constitutes a case of serious breach of contract.

ARTICLE 26. INTERIM AND FINAL REPORTS

26.1. Unless otherwise provided in the terms of reference, the contractor shall draw up interim reports and a final report during the period of implementation of the tasks. These reports shall consist of a narrative section and a financial section. The format of such reports is as notified to the contractor by the project manager during the period of implementation of the tasks.

26.2. All invoices must be accompanied by an interim or final report. All invoices for fee-based contracts must also be accompanied by an up to date financial report and an invoice for the actual costs of the expenditure verification. The structure of the interim or final financial report shall be the same as that of the contractually approved budget (Annex V). This financial report shall indicate, at a minimum, the expenditure of the reporting period, the cumulative expenditure and the balance available.

26.3. Immediately prior to the end of the period of implementation of the tasks, the contractor shall draw up a final progress report together which must include, if appropriate, a critical study of any major problems which may have arisen during the performance of the contract.

26.4. This final progress report shall be forwarded to the project manager not later than 60 days after the end of the period of implementation of the tasks. Such report shall not bind the contracting authority.

26.5. Where the contract is performed in phases, the implementation of each phase shall give rise to the preparation of a final progress report by the contractor.

26.6. Interim and final progress reports are covered by the provisions of Article 14.

ARTICLE 27. APPROVAL OF REPORTS AND DOCUMENTS

27.1. The approval by the contracting authority of reports and documents drawn up and forwarded by the contractor shall certify that they comply with the terms of the contract.

27.2. Where a report or document is approved by the contracting authority subject to amendments to be made by the contractor, the contracting authority shall prescribe a period for making the amendments requested.

27.3. Where the final progress report is not approved, the dispute settlement procedure is automatically invoked.

27.4. Where the contract is performed in phases, the implementation of each phase shall be subject to the approval, by the contracting authority, of the preceding phase except where the phases are carried out concurrently.

27.5. The contracting authority's time limit for accepting reports or documents shall be considered included in the time limit for payments indicated in Article 29, unless otherwise specified in the special conditions.

PAYMENTS & DEBT RECOVERY

ARTICLE 28. EXPENDITURE VERIFICATION

28.1. No expenditure verification report is required for global price contracts.

28.2. Before payments are made for fee-based contracts, an external auditor must examine and verify the invoices and the financial reports sent by the contractor to the contracting authority. The auditor shall meet the requirements set out in the terms of reference for expenditure verification and shall be approved by the contracting authority.

28.3. The auditor must satisfy itself that relevant, reliable and sufficient evidence exists that:

(a) the experts employed by the contractor for the contract have been working as evidenced on the contract (as corroborated by independent, third-party evidence, where available) for the number of days claimed in the contractor's invoices and in the financial reporting spreadsheet submitted with the interim progress reports; and

(b) the amounts claimed as incidental expenditure have actually and necessarily been incurred by the contractor in accordance with the requirements of the terms of reference of the contract.

On the basis of its verification, the auditor submits to the contractor an expenditure verification report in accordance with the model in Annex VII.

28.4. The contractor grants the auditor all access rights mentioned in Article 25.

28.5. The contracting authority reserves the right to require that the auditor be replaced if considerations, which were unknown when the contract was signed, cast doubt on the auditor's independence or professional standards.

ARTICLE 29. PAYMENT AND INTEREST ON LATE PAYMENT

29.1. Payments will be made in accordance with one of the options below, as identified in the special conditions.

Option 1: Fee-based contract:

The contracting authority will make payments to the contractor in the following manner:

1. A first payment of pre-financing, if requested by the contractor, of an amount up to maximum 20% of the maximum contract value stated in point 2 of the contract, within 30 days of receipt by the contracting authority of an invoice, of the contract signed by both parties, and of a financial guarantee if requested, as defined in Article 30.

2. Six-monthly further interim payments, as indicated in the special conditions, within 60 days of the contracting authority receiving an invoice accompanied by an interim progress report and an expenditure verification report, subject to approval of those reports in accordance with Article 27. Such interim payments shall be of an amount equivalent to the costs incurred on the basis of the expenditure verification reports. When 80 % of the maximum contract value stated in point 2 of the contract has been paid (pre-financing and interim payments) the amounts due to the contractor shall be deducted from the pre-financing payment until it is completely reimbursed before any additional payment is made.

3. The invoices must be paid such that the sum of payments does not exceed 90% of the maximum contract value stated in point 2 of the contract; the 10% being the minimum final payment.

4. The balance of the final value of the contract after verification, subject to the maximum contract value stated in point 2 of the contract, after deduction of the amounts already paid, within 90 days of the contracting authority receiving a final invoice accompanied by the final progress report and a final expenditure verification report, subject to approval of those reports in accordance with Article 27.

Option 2: Global price contract:

If the contract is not divided between different outputs that the contracting authority can approve independently, or has a duration of less than two years, the contracting authority will make payments to the contractor in the following manner:

1. a pre-financing payment if requested by the contractor, of an amount up to 40% of the contract value stated in point 2 of the contract within 30 days of receipt by the contracting authority of an invoice, of the contract signed by both parties, and of a financial guarantee if requested, as defined in Article 30;
2. the balance of the contract value stated in point 2 of the contract within 90 days of the contracting authority receiving a final invoice accompanied by the final progress report, subject to approval of that report in accordance with Article 27.

If the contract has a duration of at least two years and if the budget is divided between different outputs that the contracting authority can approve independently, the contracting authority will make payments to the contractor in the following manner:

1. a pre-financing payment if requested by the contractor, of an amount up to 40% of the contract value stated in point 2 of the contract within 30 days of receipt by the contracting authority of an invoice, of the contract signed by both parties, and of a financial guarantee if requested, as defined in Article 30;
2. one interim payment at the end of each 12 months of implementation of the contract, of an amount corresponding to the outputs delivered, within 60 days of the contracting authority receiving an invoice accompanied by an interim progress report, subject to approval of this report in accordance with Article 27;
3. The invoices must be paid such that the sum of payments does not exceed 90% of the maximum contract value stated in point 2 of the contract; the 10% being the minimum final payment.
4. the balance of the contract value stated in point 2 of the contract within 90 days of the contracting authority receiving a final invoice accompanied by the final progress report, subject to approval of that report in accordance with Article 27.

29.2. The date of payment shall be the date on which the paying account is debited. The invoice shall not be admissible if one or more essential requirements are not met. Without prejudice to Article 36.2, the contracting authority may halt the countdown towards this deadline for any part of the invoiced amount disputed by the project manager by notifying the contractor that part of the invoice is inadmissible, either because the amount in question is not due or because the relevant report cannot be approved and the contracting authority thinks it necessary to conduct further checks. In such cases, the contracting authority shall not unreasonably withhold any undisputed part of the invoiced amount but may request clarification, alteration or additional information, which shall be produced within 30 days of the request. The countdown towards the deadline shall resume on the date on which a correctly formulated invoice is received by the contracting authority. If part of the invoice is disputed, the undisputed amount of the invoice shall not be withheld and must be paid according to the payment schedule set in Article 29.1.

29.3. Once the deadline referred to above has expired, the contractor - unless it is a government department or public body in an EU Member State - shall, within two months of receiving late payment, receive default interest:

- at the rate applied by the European Central Bank to its main refinancing transactions in euro, as published in the Official Journal of the European Union, C series, where payments are in euro,
- at the rediscount rate applied by the central bank of the country of the contracting authority if payments are in the currency of that country,

on the first day of the month in which the time-limit expired, plus eight percentage points. The interest be payable for the time elapses between the expiry of the payment deadline (exclusive) and the date on which the contracting authority's account is debited (inclusive).

By way of exception, when the interest calculated in accordance with the first subparagraph is lower than or equal to EUR 200, it shall be paid to the creditor only upon a demand submitted within two months of receiving late payment.

29.4. Payments due by the contracting authority shall be made into the bank account mentioned on the financial identification form completed by the contractor. A new financial identification form must be used to report any change of bank account and must be attached to the invoice.

29.5. Payments shall be made in euro or in the national currency as specified in the special conditions. The special conditions shall lay down the administrative or technical conditions governing payments of pre-financing, interim and/or final payments made in accordance with the general conditions. Where payment is in Euro, for the purposes of the provision for incidental expenditure, actual expenditure shall be converted into Euro at the rate published on the Infor-Euro on the first working day of the month in which the invoice is dated. Where payment is in the national currency, it shall be converted into the national currency at the rate published on the Infor-Euro on the first working day of the month in which the payment is made.

29.6. For fee-based contracts, invoices shall be accompanied by copies of, or extracts from, the corresponding approved timesheets referred to in Article 24.2 to verify the amount invoiced for the time input of the experts. A minimum of 7 hours worked are deemed to be equivalent to one day worked. For all experts, their time input must be rounded to the nearest whole number of days worked for the purposes of invoicing.

29.7. Payment of the final balance shall be subject to performance by the contractor of all its obligations relating to the implementation of all phases or parts of the services and to the approval by the contracting authority of the final phase or part of the services. Final payment shall be made only after the final progress report and a final statement, identified as such, shall have been submitted by the contractor and approved as satisfactory by the contracting authority.

29.8. The payment obligations of the European Commission under the contract shall cease at most 18 months after the end of the period of implementation of the tasks, unless the contract is terminated in accordance with these general conditions.

29.9. Prior to, or instead of, terminating the contract as provided for in Article 36, the contracting authority may suspend payments as a precautionary measure without prior notice. A payment may be suspended for the duration of an audit or an OLAF investigation.

29.10. Where the award procedure or the performance of the contract proves to have been subject to breach of obligations, irregularities or fraud attributable to the contractor, the contracting authority may in addition to the possibility to suspend the performance of the contract in accordance with Article 35.2 and terminate the contract as provided for in Article 36, suspend payments and/or recover amounts already paid, in proportion to the seriousness of the breach of obligations, irregularities or fraud. In addition to measures referred above, the contracting authority may reduce the contract value in proportion to the seriousness of the irregularities, fraud or of the breach of obligations, including where the activities concerned were not implemented or were implemented poorly, partially or late.

29.11. If the contract is terminated for any reason whatsoever, the guarantee securing the pre-financing may be invoked forthwith in order to repay the balance of the pre-financing still owed by the contractor, and the guarantor shall not delay payment or raise objection for any reason whatever.

ARTICLE 30. FINANCIAL GUARANTEE

30.1. Unless otherwise provided for in the special conditions, the contractor shall provide a financial guarantee for the full amount of the pre-financing payment. The financial guarantee shall be in the format provided for in the contract and may be provided in the form of a bank guarantee, a

banker's draft, a certified cheque, a bond provided by an insurance and/or bonding company, an irrevocable letter of credit or a cash deposit made with the contracting authority. If the financial guarantee is to be provided in the form of a bank guarantee, a banker's draft, a certified cheque or a bond, it shall be issued by a bank or bonding and/or insurance company approved by the contracting authority. This financial guarantee shall remain valid until it is released by the contracting authority in accordance with Article 30.5 or Article 30.6, as appropriate. Where the contractor is a public body the obligation for a financial guarantee may be waived depending on a risk assessment made.

30.2. The financial guarantee shall be provided on the letterhead of the financial institution using the template provided in Annex VI.

30.3. During the execution of the contract, if the natural or legal person providing the guarantee (i) is not able or willing to abide by its commitments, (ii) is not authorised to issue guarantees to contracting authorities, or (iii) appears not to be financially reliable, or the financial guarantee ceases to be valid, and the contractor fails to replace it, either a deduction equal to the amount of the pre-financing may be made by the contracting authority from future payments due to the contractor under the contract, or the contracting authority shall give formal notice to the contractor to provide a new guarantee on the same terms as the previous one. Should the contractor fail to provide a new guarantee, the contracting authority may terminate the contract.

30.4. If the contract is terminated for any reason whatsoever, the financial guarantee may be invoked forthwith in order to repay any balance still owed to the contracting authority by the contractor, and the guarantor shall not delay payment or raise objection for any reason whatsoever.

30.5. For fee-based contracts, the financial guarantee shall be released when the pre-financing is reimbursed in accordance with Article 29.1.

30.6. For global price contracts, (i) if the contract is not divided between different outputs that the contracting authority can approve independently, or has a duration of less than two years, the financial guarantee shall remain in force until the final payment has been made, and (ii) if the contract has a duration of at least two years and if the budget is divided between different outputs that the contracting authority can approve independently, the financial guarantee shall be released when the pre-financing is reimbursed in accordance with Article 29.1.

ARTICLE 31. RECOVERY OF DEBTS FROM THE CONTRACTOR

31.1. The contractor undertakes to repay any amounts paid in excess of the final amount due to the contracting authority before the deadline indicated in the debit note which is 45 days from the issuing of that note.

31.2. Should the contractor fail to make repayment within the above deadline; the contracting authority may (unless the contractor is a government department or public body of an EU Member State) increase the amounts due by adding interest:

(a) at the rediscount rate applied by the central bank of the country of the contracting authority if payments are in the currency of that country,

(b) at the rate applied by the European Central Bank to its main refinancing transactions in euro, as published in the Official Journal of the European Union, C series, where payments are in euro,

on the first day of the month in which the time-limit expired, plus eight percentage points. The default interest shall be incurred over the time which elapses between the date of the payment deadline, and the date on which the payment is actually made. Any partial payments shall first cover the interest thus established.

31.3. Amounts to be repaid to the contracting authority may be offset against amounts of any kind due to the contractor. This shall not affect the party's right to agree on payment in installments.

31.4. Bank charges arising from the repayment of amounts due to the contracting authority shall be borne entirely by the contractor.

31.5. Without prejudice to the prerogative of the contracting authority, if necessary, the European Union may as a donor proceed itself to the recovery by any means.

ARTICLE 32. REVISION OF PRICES

32.1. The contract shall be at fixed prices, which shall not be revised.

ARTICLE 33. PAYMENT TO THIRD PARTIES

33.1. Orders for payments to third parties may be carried out only after an assignment made in accordance with Article 3. The assignment shall be notified to the contracting authority.

33.2. Notification of beneficiaries of the assignment shall be the sole responsibility of the contractor.

33.3. In the event of a legally binding attachment of the property of the contractor affecting payments due to it under the contract and without prejudice to the time limit laid down in Article 29, the contracting authority shall have 30 days, starting from the day when it receives notification of the definitive lifting of the obstacle to payment, to resume payments to the contractor.

BREACH OF CONTRACT, SUSPENSION AND TERMINATION

ARTICLE 34. BREACH OF CONTRACT

34.1. Either party commits a breach of contract where it fails to perform its obligations in accordance with the provisions of the contract.

34.2. Where a breach of contract occurs, the party injured by the breach is entitled to the following remedies:

a) damages; and/or
b) termination of the contract.

34.3. Damages may be either:

a) general damages; or
b) liquidated damages.

34.4. Should the contractor fail to perform any of its obligations in accordance with the provisions of the contract, the contracting authority is without prejudice to its right under article 34.2, also entitled to the following remedies;

a) suspension of payments; and/or
b) reduction or recovery of payments in proportion to the failure's extent.

34.5. Where the contracting authority is entitled to damages, it may deduct such damages from any sums due to the contractor or call on the appropriate guarantee.

34.6. The contracting authority shall be entitled to compensation for any damage which comes to light after the contract is completed in accordance with the law governing the contract.

ARTICLE 35. SUSPENSION OF THE CONTRACT

35.1. The contractor shall, on the order of the contracting authority, suspend the execution of the contract or any part thereof for such time or times and in such manner as the contracting authority may consider necessary. The suspension shall take effect on the day the contractor receives the order or at a later date when the order so provides.

35.2. Suspension of the contract in the event of presumed breach of obligations or irregularities or fraud: The contract may be suspended in order to verify whether presumed breach of obligations or irregularities or fraud occurred during the award procedure or the performance of the contract. If these are not confirmed, performance of the contract shall resume as soon as possible.

35.3. During the period of suspension, the contractor shall take such protective measures as may be necessary.

35.4. Additional expenses incurred in connection with such protective measures may be added to the contract price, unless:

a) otherwise provided for in the contract; or

b) such suspension is necessary by reason of some breach or default of the contractor; or

c) the presumed breach of obligations or irregularities or fraud mentioned in article 35.2 are confirmed and attributable to the contractor.

35.5. The contractor shall only be entitled to such additions to the contract price if it notifies the project manager, within 30 days after receipt of the order to suspend execution of the contract, of its intention to claim them.

35.6. The contracting authority, after consulting the contractor, shall determine such additions to the contract price and/or extension of the period of performance to be granted to the contractor in respect of such claim as shall, in the opinion of the contracting authority be fair and reasonable.

35.7. The contracting authority shall, as soon as possible, order the contractor to resume the contract suspended or inform the contractor that it terminates the contract. If the period of suspension exceeds 90 days and the suspension is not due to the contractor's breach or default, the contractor may, by notice to the contracting authority, request to proceed with the contract within 30 days, or terminate the contract.

ARTICLE 36. TERMINATION BY THE CONTRACTING AUTHORITY

36.1. The contracting authority may, at any time and with immediate effect, subject to Article 36.8, terminate the contract, except as provided for under Article 36.2.

36.2. Subject to any other provision of these general conditions the contracting authority may, by giving seven days' notice to the contractor, terminate the contract in any of the following cases where:

(a) the contractor is in serious breach of contract for failure to perform its contractual obligations;

(b) the contractor fails to comply within a reasonable time with the notice given by the project manager requiring it to make good the neglect or failure to perform its obligations under the contract which seriously affects the proper and timely performance of the services;

(c) the contractor refuses or neglects to carry out any administrative orders given by the project manager;

(d) the contractor assigns the contract or subcontracts without the authorisation of the contracting authority;

(e) the contractor is bankrupt, subject to insolvency or winding up procedures, is having its assets administered by a liquidator or by the courts, has entered into an arrangement with creditors, has suspended business activities, or is in any analogous situation arising from a similar procedure provided for under any national law or regulations relevant to that contractor;

(f) any organisational modification occurs involving a change in the legal personality, nature or control of the contractor, unless such modification is recorded in an addendum to the contract;

(g) any other legal disability hindering performance of the contract occurs;

(h) the contractor fails to provide the required guarantees or insurance, or the person providing the earlier guarantee or insurance is not able to abide by its commitments;

(i) the contractor has been guilty of grave professional misconduct or has committed an irregularity proven by any means which the contracting authority can justify, within the meaning of Article 10.1(a) (b);

(j) it has been established by a final judgment or a final administrative decision or by proof in possession of the contracting authority that the contractor has been guilty of fraud, corruption, involvement in a criminal organisation, money laundering or terrorist financing, terrorist related offences, child labour or other forms of trafficking in human beings, circumventing fiscal, social or any other applicable legal obligations, including through the creation of an entity for this purpose.

(k) the contractor, in the performance of another contract financed by the EU budget/EDF funds, has been declared to be in serious breach of contract, which has led to its early termination or the application of liquidated damages or other contractual penalties or which has been discovered following checks, audits or investigations by the European Commission, the contracting authority, OLAF or the Court of Auditors;

(l) after the award of the contract, the award procedure or the performance of the contract proves to have been subject to breach of obligations, irregularities or fraud;

(m) the award procedure or the performance of another contract financed by the EU budget/EDF funds proves to have been subject to breach of obligations, irregularities or fraud which are likely to affect the performance of the present contract;

(n) the contractor fails to perform its obligation in accordance with Article 8 and Article 9;

(o) the contractor is unable to provide a suitable replacement to an expert, the absence of which affects the proper performance of the contract.

The cases of termination under points (e), (i), (j), (l), (m) and (n) may refer also to persons who are members of the administrative, management or supervisory body of the contractor and/or to persons having powers of representation, decision or control with regard to the contractor.

The cases of termination under points (a), (e), (f), (g), (i), (j), (k), (l), (m) and (n) may refer also to persons jointly and severally liable for the performance of the contract.

The cases under points (e), (i), (j), (k), (l), (m) and (n) may refer also to subcontractors.

36.3. Termination shall be without prejudice to any other rights or powers under the contract of the contracting authority and the contractor. The contracting authority may, thereafter, complete the services itself, or conclude any other contract with a third party, at the contractor's own expense. The contractor's liability for delay in completion shall immediately cease when the contracting authority terminates the contract without prejudice to any liability thereunder that may already have arisen.

36.4. Upon termination of the contract or when it has received notice thereof, the contractor shall take immediate steps to bring the services to a close in a prompt and orderly manner and to reduce expenditure to a minimum.

36.5. The project manager shall, as soon as possible after termination, certify the value of the services and all sums due to the contractor as at the date of termination.

36.6. The contracting authority shall not be obliged to make any further payments to the contractor until the services are completed. After the services are completed, the contracting authority shall recover from the contractor the extra costs, if any, of completing the services, or shall pay any balance still due to the contractor.

36.7. If the contracting authority terminates the contract pursuant to Article 36.2, it shall, in addition to the extra costs for completion of the contract and without prejudice to its other remedies under the contract, be entitled to recover from the contractor any loss it has suffered up to the value of the services which have not been satisfactorily completed unless otherwise provided for in the special conditions.

36.8. Where the termination is not due to an act or omission of the contractor, force majeure or other circumstances beyond the control of the contracting authority, the contractor shall be entitled to claim in addition to sums owed to it for work already performed, an indemnity for loss suffered.

36.9. This contract shall be automatically terminated if it has not given rise to any payment in the two years following its signing by both parties.

ARTICLE 37. TERMINATION BY THE CONTRACTOR

37.1. The contractor may, after giving 14 days' notice to the contracting authority, terminate the contract if the contracting authority:

a) fails for more than 120 days to pay the contractor the amounts due after the expiry of the time limit stated in Article 29; or

b) consistently fails to meet its obligations after repeated reminders; or

c) suspends the progress of the services or any part thereof for more than 90 days for reasons not specified in the contract, or not attributable to the contractor's breach or default.

37.2. Such termination shall be without prejudice to any other rights of the contracting authority or the contractor acquired under the contract.

37.3. In the event of such termination, the contracting authority shall pay the contractor for any loss or damage the contractor may have suffered. Such additional payment must not be such that the total payments exceed the amount specified in Article 2 of the contract.

ARTICLE 38. FORCE MAJEURE

38.1. Neither party shall be considered to be in default or in breach of its obligations under the contract if the performance of such obligations is prevented by any circumstances of *force majeure*, which arise after the date of notification of award or the date when the contract becomes effective.

38.2. The term *force majeure*, as used herein covers any unforeseeable events, not within the control of either party and which by the exercise of due diligence neither party is able to overcome such as acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions, ... A decision of the European Union to suspend the cooperation with the partner country is considered to be a case of force majeure when it implies suspension of funding the contract.

38.3. Notwithstanding the provisions of Article 19 and Article 36, the contractor shall not be liable for liquidated damages or termination for breach or default if, and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of *force majeure*. The contracting authority shall similarly not be liable, notwithstanding the provisions of Article 29 and Article 37, for payment of interest on delayed payments, for non-performance or for termination by the contractor for breach or default, if, and to the extent that, the contracting authority's delay or other failure to perform its obligations is the result of *force majeure*.

38.4. If either party considers that any circumstances of force majeure have occurred which may affect performance of its obligations it shall promptly notify the other party and the project manager giving details of the nature, the probable duration and the likely effect of the circumstances. Unless otherwise directed by the project manager in writing, the contractor shall continue to perform its obligations under the contract as far as is reasonably practicable, and shall seek all reasonable alternative means for performance of its obligations, which are not prevented by the force majeure event. The contractor shall not put into effect such alternative means unless directed so to do by the project manager.

38.5. For a fee-based contract, if the contractor incurs additional costs in complying with the project manager's directions or using alternative means under Article 38.4 the amount thereof shall be certified by the project manager.

38.6. If circumstances of *force majeure* have occurred and continue for a period of 180 days then, notwithstanding any extension of time for completion of the contract that the contractor may by reason thereof have been granted, either party shall be entitled to serve upon the other 30 days' notice to terminate the contract. If at the expiry of the period of 30 days the situation of *force majeure* persists, the contract shall be terminated and, in consequence, thereof under the law governing the contract, the parties shall be released from further performance of the contract.

ARTICLE 39. DECEASE

39.1. If the contractor is a natural person, the contract shall be automatically terminated if that person dies. However, the contracting authority shall examine any proposal made by its heirs or beneficiaries if they have notified their wish to continue the contract.

39.2. Where the contractor consists of a number of natural persons and one or more of them die, a report shall be agreed between the parties on the progress of the contract and the contracting authority shall decide whether to terminate or continue the contract in accordance with the undertaking given by the survivors and by the heirs or beneficiaries, as the case may be.

39.3. In the cases provided for in Articles 39.1 and 39.2, persons offering to continue to implement the contract shall notify the contracting authority thereof within 15 days of the date of decease. The decision of the contracting authority shall be notified to those concerned within 30 days of receipt of such a proposal

39.4. Such persons shall be jointly and severally liable for the proper implementation of the contract to the same extent as the deceased contractor. Continuation of the contract shall be subject to the rules relating to establishment of any guarantee provided for in the contract.

SETTLEMENT OF DISPUTES AND APPLICABLE LAW

ARTICLE 40. SETTLEMENT OF DISPUTES

40.1. The parties shall make every effort to settle amicably any dispute relating to the contract, which may arise between them.

40.2. Once a dispute has arisen, a party shall notify the other party of the dispute, stating its position on the dispute and any solution, which it envisages, and requesting an amicable settlement. The other party shall respond to this request for amicable settlement within 30 days, stating its position on the dispute. Unless the parties agree otherwise, the maximum time period laid down for reaching an amicable settlement shall be 120 days from the date of the notification requesting such a procedure. Should a party not agree to the other party's request for amicable settlement, should a party not respond in time to that request or should no amicable settlement be reached within the maximum time period, the amicable settlement procedure is considered to have failed.

40.3. In the absence of an amicable settlement, a party may notify the other party requesting a settlement through conciliation by a third person. If the European Commission is not a party to the contract, it may accept to intervene as conciliator. The other party shall respond to the request for conciliation within 30 days. Unless the parties agree otherwise, the maximum time period laid down for reaching a settlement through conciliation shall be 120 days from the notification requesting such a procedure. Should a party not agree to the other party's request for conciliation, should a party not respond in time to that request or should no settlement be reached within the maximum time period, the conciliation procedure is considered to have failed.

40.4. If the amicable settlement procedure and, if so requested, the conciliation procedure fails, each party may refer the dispute to either the decision of a national jurisdiction or arbitration, as specified in the special conditions.

ARTICLE 41. APPLICABLE LAW

41.1. This contract shall be governed by the law of the country of the contracting authority or, where the contracting authority is the European Commission, by the applicable European Union law complemented where necessary by the law of Belgium.

DATA PROTECTION

ARTICLE 42. DATA PROTECTION

42.1. Any personal data included in the contract shall be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. The data shall be processed solely for the purposes of the performance, management and monitoring of the contract by the contracting authority without prejudice to possible transmission to the bodies charged with monitoring or inspection in application of EU law. The contractor shall have the right to access his/her personal data and to rectify any such data. Should the contractor have any queries concerning the processing of his/her personal data, s/he shall address them to the contracting authority. The contractor shall have right of recourse at any time to the European Data Protection Supervisor.

42.2. Where the contract requires processing personal data, the contractor may act only under the supervision of the data controller, in particular with regard to the purposes of processing, the categories of data which may be processed, the recipients of the data, and the means by which the data subject may exercise his/her rights.

42.3. The data shall be confidential within the meaning of Regulation (EC) No 45/2001 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data by Community institutions and bodies and on the free movement of such data. The contractor shall limit access to the data to staff strictly needed to perform, manage and monitor the contract.

42.4. The contractor undertakes to adopt technical and organisational security measures to address the risks inherent in processing and in the nature of the personal data concerned in order to:

a) prevent any unauthorised person from having access to computer systems processing personal data, and especially:

   aa) unauthorised reading, copying, alteration or removal of storage media;

   ab) unauthorised data input, unauthorised disclosure, alteration or erasure of stored personal data;

   ac) unauthorised persons from using data-processing systems by means of data transmission facilities;

b) ensure that authorised users of a data-processing system can access only the personal data to which their access right refers;

c) record which personal data have been communicated, when and to whom;

d) ensure that personal data processed on behalf of third parties can be processed only in the manner prescribed by the contracting institution or body;

e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;

f) design its organisational structure in such a way that it meets data protection requirements.

* * *

ANNEX II: TERMS OF REFERENCE

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1. BACKGROUND INFORMATION

1.1. Partner country

Guinea-Bissau

1.2. Contracting authority

The European Union Delegation in Guinea-Bissau

1.3. Country background

Guinea-Bissau is a young, unstable, impoverished yet resilient country. Its independence was gained only 45 years ago, after a protracted war. Since then, Guinea-Bissau has suffered frequent military interventions and a civil war in 1998-1999. This instability has undermined the country's political development. According to the 2017 State Fragility Index, prepared by the Center for Systemic Peace, Guinea-Bissau ranks 18 among the most unstable countries in the world, on par with Angola, Zimbabwe and Côte d'Ivoire. This is attributed mostly to Guinea-Bissau's low levels of political effectiveness.

There are many factors contributing to this situation, namely, a long sequence of leadership rivalry and factional dispute, especially within the country's predominant political party, the African Party for the Independence of Guinea and Cape Verde (PAIGC). This is aggravated by a legacy of military autonomy and penchant towards political involvement, an inchoate party system and meagre adherence to the rule of law, notably in the rural areas where the state is mostly absent. Adding to this, widespread corruption and impunity have undermined state capacity and credibility, markedly in the justice system. According to Transparency International, Guinea-Bissau is one of the 10 most corrupt countries in the world.

A military coup d'etat in 2012 aggravated the country's political instability. The restoration of civilian rule following a democratic election in 2014 was marred by a political deadlock that erupted in mid-2015, with the dismissal of the Prime Minister and head of the PAIGC. This aggravated the country's political uncertainty. Failure to implement an international agreement reached in late 2016 increased mistrust among the country's political elite and deepened popular malaise. Facing a new round of international sanctions, the President agreed to establish a new, consensus government in April 2018, and eventually set the country's next parliamentary elections for March 2019.

Guinea-Bissau's political conflict and weak governance have exacerbated the country's social problems. Today it stands as one of the ***poorest nations in the world***. Its Human Development Index score ranks 177 out of 189 countries, while 69% of its population, according to the UNDP, lives below the national poverty line. Food security issues are a pressing matter in this country, where according to the World Food Program, 1 out of 4 people suffer from chronic malnutrition. All this is set in a political economy anchored on a single export crop: cashew nuts, which heightens the country's vulnerability to climate change and global market fluctuations.

Amid these constraints to development, Guinea-Bissau exhibits elements of a ***resourceful, tolerant and resilient society***; stronger and more successful than its state. This can be discerned in the many signs of coexistence among people of different religious and ethnic backgrounds. It can also be recognized in the country's robust web of rural communities, with effective local leadership structures, and in its thriving informal markets. All this is abetted by a youthful energy, originating from the fact that close to 60% of its inhabitants are under the age of 25. Still, 20% of Bissau-Guinean youth - and 40% of its adults - are illiterate. What's more, ethnicity remains an important cleavage and potential source of conflict, while the country's associational life is centred mostly on local engagements rather than national ones. All these trends clearly affect the quality of its civil society arena.

1.4. Current situation in the sector

This initiative ***builds on Guinea-Bissau's first public opinion poll***, the *Vozes do Povo* project, led by *DEMOS – Centro para a Democracia, Criatividade e Inclusão Social*, and carried out in mid-2018. This study, sponsored by the Delegation of the European Union to Guinea-Bissau, offered Guinean citizens a unique opportunity to give feedback on government performance and life conditions. In the process, it produced vital knowledge for evidence-based public advocacy, debate and policymaking. The survey design drew on Afrobarometer methodology and questions, and was conducted in a transparent manner by reputable national and international professionals. The main results received ample publicity in Guinea-Bissau.

A ***variety of multi-country opinion surveys*** have been conducted over the last two decades by institutions like Gallup World Poll, World Values Survey, Transparency International, Eurobarometer, the European Social Survey, Latinobarómetro, AmericasBarometer, Asian Barometer and the Afrobarometer.

Compared to other regions, the ***African continent has lagged behind*** in these endeavors, despite important strides made by the Afrobarometer, Transparency International, Gallup and the Pew Research Center. Afrobarometer, for example, has surveyed 37 African countries between 1999 and 2018. Transparency International has carried out its flagship Global Corruption Barometer survey since 2003, and assessed up to 27 Sub-Saharan countries. The Gallup World Poll, in turn, was established in 2005 and has carried out surveys in 44 African countries. The Pew Research Center, by contrast, has been much more selective in the number of countries surveyed and encompassed only 6 African nations in its 2017 poll on global attitudes towards democracy.

None of these institutions has ever conducted a public opinion survey in Guinea-Bissau. By applying Afrobarometer research standards, ***Vozes do Povo was able to produce a unique data set on public perceptions and attitudes*** dealing with elections, corruption, social and institutional trust, state and leadership performance, and political values. The use of international metrics in designing the survey has made it possible to draw relevant comparisons between Guinea-Bissau and other African and developing nations. All this information, though, needs to be processed further and widely disseminated to ensure its constructive use in efforts to buttress the country's democratic development.

1.5. Related programmes and other donor activities

UNICEF is currently supporting Guinea-Bissau's National Statistical Institute's (INE) efforts to implement UNICEF's Multiple Indicator Cluster Survey (MICS), which gathers extensive household data on issues that affect the situation of women and children. Data collection for the 6th MICS started in November 2018 and is expected to include 7,500 households. Final survey results are due in July 2019.

2. OBJECTIVE, PURPOSE & EXPECTED RESULTS

2.1. Overall objective

The overall objective of the project of which this contract will be a part is as follows:

To develop the *Vozes do Povo* data set, by drawing further insights from Guinea-Bissau's first public opinion survey through data mining, comparative assessments, focus group studies; and to disseminate these findings through publications, presentations and trainings.

2.2. Purpose

The purposes of this contract are to advance a number of objectives in Guinea-Bissau.

- Explore the *Vozes do Povo data set,* by calculating survey results according to a number of demographic, social and political variables, such as gender, age, geographic region, urban/rural residency, religion, ethnicity, life conditions and democratic/autocratic affinity.
- Make use of econometric instruments to enrich survey findings.
- Draw comparisons with other countries and generate novel insights on Guinea-Bissau's global standing on relevant public opinion data.
- Engage a cross segment of the Guinean population in a re-appraisal of survey results through focus group methodology.
- Build on this information to improve understanding of issues dealing with religious extremism, menace of violence, migration, corruption, and autocratic/democratic dispositions.
- Produce actionable knowledge for development strategies, democracy promotion and political risk assessments.
- Disseminate and facilitate wider use of survey findings, by preparing publications and organizing workshops and trainings designed to increase familiarity with survey results.
- Encourage strategic use of survey data, and promote empirical-driven policy-making.
- Generate public awareness of the main research findings.
- Foster a constructive, evidence-based public dialogue on the country's main democratic and development challenges.
- Highlight worthy communal and civic values detected in the study.
- Strengthen the social scientific community in Guinea-Bissau and enhance project sustainability by improving opportunities for further studies of this kind.
- Underscore the value of public opinion surveys as an instrument for social accountability, which can empower humble citizens with a public voice.

2.3. Results to be achieved by the contractor

The project will include nine deliverables:

1) A ***dynamic table with complete survey results in an accessible digital format***, amenable to calculations based on different survey variables.
2) ***A data mining report*** highlighting main findings from survey cross tabulations and econometric exercises, based on key social and political variables, such as gender, age, geographic region, urban/rural domicile, education, life conditions, religion, ethnicity, autocratic/democratic affinity, religious extremism and societal toleration.

3) A ***comparative assessment report*** contrasting public opinion views in Guinea-Bissau and other African countries.

4) A ***focus group study*** designed to offer a popular review of survey results.

5) An ***edited volume*** based on survey results and studies derived from this – cross tabulations, statistical exercises, comparative review, focus group sessions – and an interpretive analysis of the information contained therein.

6) A ***public presentation of the book and press conference*** at an established venue in Bissau.

7) An ***internet publication*** of the edited book and the reports generated to produce this volume.

8) ***Three workshops and training sessions*** provided to a select group of journalists, civil society organization representatives, and members of parliament and senior civil servants.

9) A ***final project report***.

For a timeline of the project outcomes and activities see the tables below.

3. ASSUMPTIONS & RISKS

3.1. Assumptions underlying the project

The follow-up study and trainings based on the *Vozes do Povo* survey assume the following:

- A measure of political stability and freedom to facilitate project activities.
- A disposition within the population to take part of focus group study sessions and take part of discussions in a candid and unconstrained way.
- The capacity of project team members and assistants to carry out their tasks in a competent, professional and impartial way, and generate credible information as a result.
- The ability of the project team, and in particular its coordinator, to present study's main findings in a professional, independent and objective manner.
- A favourable or neutral disposition among opinion-makers and political leaders in Guinea-Bissau towards the use of public opinion surveys and other research instruments, and inclination to accept the study's findings on the basis of its scientific merit.
- The willingness and interest of journalists, civil society reps, members of parliament and senior civil servants to take part of a workshop and training sessions based on the *Vozes do Povo* survey.
- The continued support of the Delegation of the European Union in Guinea-Bissau for the implementation of this scientific and pedagogical undertaking.

3.2. Risks

A preliminary assessment would need to consider the following risks and mitigating responses:

1) ***Political instability*** in Guinea-Bissau could jeopardize conditions for project development.

- Likelihood: Medium
- Severity: Medium

- Mitigation strategy: Anchoring the project in a civil society-based research NGO rather than a state agency should significantly reduce the prospect of disruption. This will also improve conditions for project sustainability.

2) ***Mistrust, perceived political alignments and politicization of civil society*** activities, resulting from Guinea-Bissau's mounting political malaise and conflict, could undermine the credibility of project undertakings.

- Likelihood: Medium
- Severity: High
- Mitigation strategy 1: Establish a project team with well-qualified international and local professionals, broadly seen as neutral actors with regards to the country's internal political tussles. DEMOS' proven capacity in executing the *Vozes do Povo* survey, international background and solid scientific credentials should enhance the credibility of research findings.
- Mitigation strategy 2: Ensure that all project activities, especially the public presentation of the edited volume and trainings, are carried out in a professional and technical manner. Focus group study moderators will undergo proper training to make sure they execute their duties in a neutral and proficient way.

3) ***Difficulties in finding willing and candid focus group participants*** undermine the quality of survey results.

- Likelihood: Low
- Severity: Medium
- Mitigation strategy 1: Survey experiences in Guinea-Bissau have not reported problems finding willing participants, except in the countryside, during the cashew harvest. This can be mitigated by ensuring field research does not overlap with important agricultural occupations.
- Mitigation strategy 2: Bissau-Guineans do not live in a repressive country and are usually not fearful in sharing their opinions. Focus group moderators will be trained to explain that they have no partisan affiliation and are engaged in scientific research project.

4) ***Workshop enrolment problems diminish the availability and diversity of participants in training sessions*** for journalists, civil society reps, and members of parliament and senior civil servants.

- Likelihood: Medium
- Severity: Medium
- Mitigation strategy 1: An experienced local consultant, working in collaboration with DEMOS and the Centro de Estudos Sociais Amilcar Cabral (CESAC), will be hired to organize training logistics and follow-up on the invitations made.
- Mitigation strategy 2: A comprehensive list of invitees will be drafted for each workshop, with relevant contact information. Invitations will strive to ensure ample participation of women, representatives from different parts of the country and diverse party affiliations.
- Mitigation strategy 3: Funds will be made available to facilitate transportation to the workshop site and lodging in Bissau for those traveling from the interior.

4. SCOPE OF THE WORK

4.1. General

4.1.1. Description of the assignment

This initiative builds on recommendations made in the final *Vozes do Povo* project report. It seeks to develop this unique public opinion data set, compare survey results in Guinea-Bissau with other countries, and enrich these discoveries through focus group studies. All this information will be used to organize publications and workshops designed to disseminate and encourage strategic use of survey findings. These activities would address the need to foster a constructive, evidence-based public dialogue on Guinea-Bissau's main democratic and development challenges, and recognize positive attributes of its society.

The *Vozes do Povo* database is an informational trove on life conditions, public opinion and civic practices in Guinea-Bissau. The original survey covered 148 districts in a national sample of 1,184 people, with a margin of error of 2.85% and confidence levels at 95%. The inquiry included 340 questions and sub-questions, which means the *Vozes do Povo* databank encompasses close to 403,000 entries. This is a substantial resource on which to carry out a series of data mining activities and explorations.

In executing this project, DEMOS will reconvene members of the *Vozes do Povo* team. To this effect, it will establish a partnership with the Centro de Estudos Sociais Amilcar Cabral (CESAC), a new research institute based in Bissau and led by Dr. Carlos Cardoso.

This undertaking seeks to generate novel insights on Guinea-Bissau and channel this knowledge into constructive endeavours designed to advance the country's democratic development. This includes establishing a positive precedent and venue for the implementation of future public opinion surveys and other social scientific engagements of high professional calibre. Further details on project activities are noted below.

4.1.2. Geographical area to be covered

Guinea-Bissau, various points across the national territory, for the focus group study. Other activities will be anchored mostly in Bissau.

4.1.3. Target groups

The *Vozes do Povo* survey and follow-up studies will be widely shared in Guinea-Bissau and abroad, and be of use to local journalists, political leaders, opinion-makers, civil society representatives, researchers and university educators, and foreign diplomats. In addition, the information produced will be of value to the international development community in Guinea-Bissau, notably the European Union, World Bank, African Development Bank, Economic Community of West African States, UNDP and other UN agencies, UNIOGBIS, and various international NGOs.

Survey results and publications will also be shared with international institutions that conduct or make assessments based on comparable public opinion surveys, namely, the Afrobarometer, Transparency International, the PEW Foundation, the Mo Ibrahim Foundation, Council for the Development of Social Science Research in Africa (CODESRIA), the International Crisis Group, and World Values Survey.

4.2. Specific work

Seven key project components seek to:

1. ***Render Survey Results Amenable to User-Friendly Consultation*** – by producing a dynamic table designed to enhance digital usage of the *Vozes do Povo* data set and facilitate cross tabulations. This will require an effort to re-order, re-label and clean up the entire database. An IT expert will be hired to conduct this work under the supervision of a senior international consultant.

2. ***Explore the Survey Data Set*** – through cross tabulations and econometric exercises based on key social and political variables, such as gender, age, geographic region, urban/rural domicile, education, life conditions, religion, ethnicity, democratic/autocratic affinity, religious extremism, societal toleration, among others. Statistical instruments – such as correlations, multiple regressions and factorial analysis – will be used to examine causal effects and enrich survey findings. This activity will involve two senior international consultants, a senior national consultant and an IT assistant, as well as consultations with other national experts.

3. ***Compare Guinea-Bissau's Survey Results with Other Countries*** – by gathering data from Afrobarometer surveys and other sources, and piecing and pairing this information to position Guinea-Bissau on the global map for relevant public opinion data. A special effort will be made to draw comparisons with neighboring countries in West Africa. This undertaking will be led by a senior international consultant.

4. ***Enrich Research Findings through a Focus Group Study*** – by engaging a cross-segment of the population in a qualitative appraisal of survey results. This will be conducted through 10 focus group sessions in selected communities across the country, and include about 8-10 participants per community. Research locale and participants will be determined by demographic criteria to ensure gender parity and breadth of views. A trained moderator will lead group discussions based on a questionnaire designed to elicit popular interpretations of key survey discoveries. This qualitative assessment will both complement and refine the analysis produced through data mining.

5. ***Prepare & Publish an Edited Volume*** – by drawing on, synthesizing and analysing all the information generated through the *Vozes do Povo* survey and follow up research: cross tabulations, econometric exercises, comparative assessments and focus group study. A roster of national and international experts on Guinea-Bissau will be invited to contribute to this volume, based on a book proposal crafted by project leaders. This blueprint will be polished further in a meeting with volume contributors that will be held in Bissau. Each chapter is expected to provide an empirical analysis of different themes addressed in the *Vozes do Povo* initiative. Together, these contributions will offer an original assessment of public opinion trends and prospects for democratic development in Guinea-Bissau. At least 600 copies of the book will be made available in print. The volume will also be published electronically.

6. ***Disseminate & Facilitate Wider Use of Survey Findings*** – by publicizing the study and organizing workshops and trainings designed to increase familiarity with survey results. These efforts aim to foster public conversation over the country's main democratic and development challenges, encourage strategic use of survey data, and promote empirical-driven policy-making. This project component will involve three distinct activities, to be carried out in the following order:

- The ***edited book will be presented at a public event and press conference*** held at an established venue in Bissau.
- The ***anthology and reports generated to produce this volume will be published on the internet***.
- A total of three separate, two-day ***workshops and training sessions*** provided to a select group of journalists, civil society organization reps, and members of parliament and senior civil

servants. These will be organized by DEMOS in partnership with CESAC and led by experienced trainers. Attempts will be made to ensure ample participation of women in these workshops.

7. ***Project Coordination & Administration*** – This comprises coordination, supervision and management of all project components, from its inception to the final project report and efforts to close all accounting. In its role as project coordinator, DEMOS will ensure that all activities and deliverables meet the high professional and international standards. To this effect, it will be directly involved in monitoring the quality of all project outputs. These engagements will involve a time commitment of about 9 months.

Sustainability Strategy. The actions carried out through this initiative will help strengthen the social scientific community in Guinea-Bissau, improve opportunities for further studies of this kind, and thus enhance project sustainability. To accomplish this, DEMOS will establish a partnership with the Center for Social Studies Amilcar Cabral (CESAC), a newly-founded research institute led by Dr. Carlos Cardoso, a leading Guinean intellectual and social science researcher. CESAC will help execute key local components of the project. By combining international and local expertise, this project seeks to generate a high quality product closely associated with Guinean talent and input. This will strengthen local appropriation of the *Vozes do Povo* initiative, facilitate its replication in the mid-future and in doing so help lay the foundation for scientific public opinion polling in Guinea-Bissau.

Relevant global experience suggests that public opinion surveys of the kind pursued here are best lodged in independent research centres and/or specialized polling firms, rather than government bureaus or research agencies. In fact, in politicized environments like Guinea-Bissau, ensuring an element of international and scientific neutrality might be crucial to the long run validation of such initiatives.

The contractor must comply with the latest Communication and Visibility Manual for EU External Actions concerning acknowledgement of EU financing of the project. (See https://ec.europa.eu/europeaid/communication-and-visibility-manual-eu-external-actions_en .

4.3. Project management

4.3.1. Responsible body

The responsible body for this service is the EU Delegation to Guinea Bissau. The project will be implemented by DEMOS – Centro para a Democracia, Criatividade e Inclusão Social, a research NGO founded originally in Paraguay and established in Guinea-Bissau. DEMOS conceived and led the original *Vozes do Povo* initiative, which produced Guinea-Bissau's first public opinion survey.

4.3.2. Management structure

DEMOS is a start-up NGO, led by three officers, a President, Vice-President and Secretary, and supported by General Comptroller and an administrative assistant. DEMOS activities in Guinea-Bissau are led by its President, in consultation with other presiding officers.

For this project, DEMOS has assembled a group of competent experts, both national and international, who will execute their tasks under the supervision and orientation of DEMOS' Project Coordinator. Activities in Guinea-Bissau will be carried out in partnership with CESAC.

4.3.3. Facilities to be provided by the contracting authority and/or other parties

Contracting Authority will not provide facilities to experts engaged in project implementation.

5. LOGISTICS & TIMING

5.1. Location

The project's operational base will be located in Bissau, Guinea-Bissau, and supported by engagements carried out from DEMOS' main headquarters, based in Caacupé, Paraguay.

5.2. Start date & period of implementation of tasks

The intended start date is March/April 2019 and the period of implementation of the contract will be 9 months from this date. Please see Articles 19.1 and 19.2 of the Special Conditions for the actual start date and period of implementation.

6. REQUIREMENTS

6.1. Staff

Note that civil servants and other staff of the public administration of the partner country, or of international/regional organisations based in the country, shall only be approved to work as experts if well justified. The justification should be submitted with the tender and shall include information on the added value the expert will bring as well as proof that the expert is seconded or on personal leave.

6.1.1. Key experts

Key experts are defined and they must submit CVs and signed Statements of Exclusivity and Availability.

All experts who have a crucial role in implementing the contract are referred to as key experts. The profiles of the key experts for this contract are as follows:

Key expert 1: Team Leader

Qualifications, skills and professional experience

A graduate degree, preferably a PhD, in political science or social sciences, with more than 10 years of professional experience in developing countries. Good knowledge of Guinea-Bissau strongly preferred. Close familiarity with field survey research methodologies, public opinion studies and issues affecting prospects for democratic governance in fragile environments. At least 5 years of experience as a team leader and trainer. Fluency in Portuguese and English or French required.

Key expert 2: Survey Statistical Analysis

Qualifications, skills and professional experience

A graduate degree in demography, economics, statistics or social sciences, with more than 10 years of professional experience in developing countries. Good knowledge of Guinea-Bissau strongly preferred. At least 10 years of experience required in designing surveys and producing statistical analyses based on survey results. Close familiarity with SPSS and other relevant tools used for statistical analysis. Fluency in English or French required, and ability to communicate in Portuguese or Spanish strongly preferred.

Key expert 3: Research, Analysis & Trainings

Qualifications, skills and professional experience

A graduate degree in social sciences, demography, economics or relevant field, with more than 10 years of professional experience in developing countries. Must have relevant work experience in Guinea-Bissau and profound knowledge of the country. At least 10 years of experience required in carrying out field research in Africa and formulating survey questions. Fluency in Portuguese, Bissau-Guinean Creole, French or English required.

All experts must be independent and free from conflicts of interest in the responsibilities they take on.

Relevant documentation on this will be provided.

6.1.2. Other experts, support staff & backstopping

The contractor shall select and hire other experts as required according to the needs. The selection procedures used by the contractor to select these other experts shall be transparent, and shall be based on pre-defined criteria, including professional qualifications, language skills and work experience.

The costs for backstopping and support staff, as needed, are considered to be included in the tenderer's financial offer.

The project will retain up to 6 assistants.

One will provide support on IT issues and help design charts and graphs for project reports and publications.

Up to two people will be hired, trained and deployed to carry out the focus group study.

In addition, it will engage a person to transcribe digital recordings of focus group sessions and another to translate key parts of these transcriptions from Creole to Portuguese.

Finally, a local consultant will be hired to oversee the recruitment of participants and logistics of the workshop and training sessions.

Criteria for these hiring these assistants will take into account relevant educational and professional experience.

6.2. Office accommodation

Each expert working on the contract will make use of his or her own office space and facilities. No other office accommodation will be provided under this contract.

6.3. Facilities to be provided by the contractor

The Contractor shall ensure that experts are adequately supported and equipped. In particular it must ensure that there is sufficient administrative, secretarial and interpreting provision to enable experts to concentrate on their primary responsibilities. It must also transfer funds as necessary to support their work under the contract and to ensure that its employees are paid regularly and in a timely fashion.

All project consultants, including the Team Leader, will make use of their own office space and facilities, including phone and computing resources.

The Team Leader will be responsible for hiring an IT assistant. The National Consultant will manage the logistics of the focus group study and hire professionals to transcribe each session and translate relevant sections into Portuguese.

6.4. Equipment

No equipment is to be purchased on behalf of the Contracting Authority as part of this service contract or transferred to the Contracting Authority at the end of this contract. Any equipment related to this contract which is to be acquired by the partner country must be purchased by means of a separate supply tender procedure.

7. REPORTS

7.1. Reporting requirements

The Contractor will submit the following reports in English in one original and one digital copy:

- **Inception Report** of maximum 12 pages to be produced after two weeks from the start of implementation. In the report the Contractor shall describe e.g. initial findings, progress in processing data, any difficulties encountered or expected in addition to the work programme and staff travel. The Contractor should proceed with his/her work unless the Contracting Authority sends comments on the inception report.

- **Draft final report** of maximum 20 pages (main text, excluding annexes) in the format given in Annex A. This report shall be submitted no later than one month before the end of the period of implementation of tasks.

- **Final report** with the same specifications as the draft final report, incorporating any comments received from the parties on the draft report. The deadline for sending the final report is 15 working days after receipt of comments on the draft final report. The final report must be provided in English, accompanied by a Portuguese translation of the Executive Summary, along with the corresponding invoice.

7.2. Submission & approval of reports

The report referred to above must be submitted to the Project Manager identified in the contract. The project manager is responsible for approving the reports.

8. MONITORING & EVALUATION

8.1. Definition of indicators

The project can be assessed on the following **objective indicators**:

1) ***Completion of all project deliverables*** at a high professional standard:

- A dynamic table with complete survey results in accessible digital format.
- A report highlighting main findings from survey cross tabulations and econometric exercises, based on key social and political variables.
- A report comparing public opinion views in Guinea-Bissau and other countries.
- A focus group study designed to offer a popular appraisal of survey results.

- An edited volume based on survey results and follow-up studies.
- A public presentation of the book and press conference in Bissau.
- Three workshops and training sessions provided to a select group of journalists, civil society organization representatives, and members of parliament and senior civil servants.
- An internet publication of the edited book and reports prepared.
- A final project report.

2) ***Public awareness of main research findings***:

- Number of people in attendance at public presentation of the edited volume in Bissau.
- Number of journalists in attendance at this public presentation.
- Number of news articles published on research findings.
- Number of hits on webpage containing edited volume and project reports.
- Number of internet citations of the edited volume and project reports, as measured by Google Search.

3) ***Participant evaluations of the workshop and trainings offered***, based on a survey offered at the end of each training session:

- Number of participants in each session, their gender, affiliation, professional background and regional make up.
- Level of satisfaction with training session offered and knowledge gained as a result.
- Increased ability to use public opinion data to craft a news story, design an informational campaign or formulate a policy argument.

In addition, the evaluation could assess project impact through a more ***subjective appraisal***, notably by:

- Interviewing development practitioners in Guinea-Bissau (including European Union Delegation officers), local journalists and political leaders to gather their assessment on the project's relevance and contribution to this country.
- Assessing the scientific quality of the edited volume and reports produced with relevant scholars in Africa and elsewhere
- Reviewing the merits of the *Vozes do Povo* initiative and publications with leading Afrobarometer scholars and assessing its value to comparative public opinion studies in Africa.
- Gauging the relevance and impact of the *Vozes do Povo* training sessions through direct consultation with participants in these workshops and a review of professional activities that may have been influenced by these trainings.

8.2. Special requirements

The contractor must be covered by health insurance which includes medical evacuation.

ANNEX A

Final Report Format

This report will include the following components:

- Introduction
- Methodology & Fieldwork: Challenges & Lessons Learned
- Review of Main Results: A Summation & Brief Analysis
- Conclusions & Recommendations

(The recommendations will be addressed primarily to the EUD in Guinea-Bissau and its international development partners if necessary).

- Annexes: all project deliverables and products

ANNEX III: ORGANISATION & METHODOLOGY

To be completed by the tenderer

Please provide the following information:

1. RATIONALE

The ***successful execution of activities will hinge on*** three main factors:

- A measure of political stability and freedom to facilitate project activities.
- The professional demeanour, technical capacity and motivation of the team responsible for carrying out various components of the study and its dissemination.
- The availability of resources to implement project activities.

Three ***risks that need to be taken into considerat***ion are:

- Political instability in Guinea-Bissau could jeopardize conditions for project development.
- Mistrust, perceived political alignments and politicization of civil society activities, resulting from Guinea-Bissau's political conflict and presidential election, could undermine the credibility of the study derived from the public opinion survey results.
- The willingness and interest of journalists, civil society reps, members of parliament and senior civil servants to take part of a workshop and training sessions based on the *Vozes do Povo* survey.

The ***public opinion survey project assumes*** the following:

- A measure of political stability and freedom that will facilitate implementation of the survey.
- A disposition within the population to take part in the focus group study in a candid and unconstrained way.
- The capacity of project team members and assistants to carry out their tasks in a competent, professional and impartial way, and generate credible information as a result.
- The ability of the project team, and in particular its coordinator, to present study's findings in a professional, independent and objective manner.
- A favourable or neutral disposition among opinion-makers and political leaders in Guinea-Bissau towards the public opinion survey and other research instruments, and inclination to accept these findings on the basis of its scientific merit.
- The continued support of the Delegation of the European Union in Guinea-Bissau for the implementation of this survey.

2. STRATEGY

1) Contract implementer, DEMOS, will formalize contracts with the team of experts that have agreed to execute the project.

2) A dynamic digital table will be produced to render the *Vozes do Povo* survey results amenable to user-friendly consultation. This digital instrument will be submitted to the European Union Delegation in Guinea-Bissau (EUD GB).

3) The survey data set will be explored through a series of data mining exercises. These will include cross tabulations and econometric analyses based on a number of demographic, social and political variables. A report presenting the study's main findings will be delivered to the EUD GB.

4) Prepare a comparative assessment of Guinea-Bissau's survey results with that of other countries, particularly in West Africa, by drawing on Afrobarometer surveys. A report based on this investigation will be presented to the EUD GB.

5) Apply a focus group methodology to engage a cross-segment of the Guinean population in a re-appraisal of survey results. Transcribe the exchanges made in ten group sessions and translate the main portions into Portuguese. Prepare a survey report based on highlights from this study and provide this to the EUD GB.

6) Organize a meeting with collaborators for the *Vozes do Povo* book project to discuss the book content and commission chapters for this volume. Provide results of all studies based on the *Vozes do Povo* survey to the chapter authors.

7) Review and revise all the contributions to the edited volume, and prepare the book's introduction and conclusion.

8) Present a draft copy of the book manuscript for review by the EUD GB.

9) Find and contract a publisher for the edited volume and oversee all publication details, until the final book production.

10) Present the edited volume at a public event and press conference in Bissau.

11) Publish the anthology and reports used to generate this book on the internet.

12) Design, organize and implement three separate, two-day workshops and training sessions in Bissau, for a select group of journalists, civil society organization reps, and members of parliament and senior civil servants, to disseminate and facilitate wider use of survey findings.

13) Identify and contract a consultant to provide aforementioned workshop and training session for journalists.

14) Contract implementer will submit a draft final report to the EUD GB.

15) Contract implementer will incorporate EUD GB revisions and submit a final project report.

3. BACKSTOPPING

The project will retain up to 6 assistants.

One will provide support on IT issues and help design charts and graphs for project reports and publications.

One or two people will be hired, trained and deployed to carry out the focus group study.

In addition, it will engage a person to transcribe digital recordings of focus group sessions and another to translate key parts of these transcriptions from Creole to Portuguese.

Finally, a local consultant will be hired to oversee the recruitment of participants and logistics of the workshop and training sessions.

Criteria for these hiring these assistants will take into account relevant educational and professional experience.

4. INVOLVEMENT OF ALL MEMBERS OF THE CONSORTIUM

No consortium involved, hence not applicable.

5. TIMETABLE OF WORK

A timeline of the project outcomes and activities are noted below. Delivery dates are contingent on the contractual starting date.

		Month								
	Project Components	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**
1	**Dynamic Table with Survey Results**									
2	**Data Mining Report**									
3	**Comparative Assessment Report**									
4	**Focus Group Study**									
5	**Edited Volume**									
6	**Dissemination & Trainings**									
7	**Coordination & Administration**									

		Month								
	Project Deliverables	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**
1	**Dynamic Table with Survey Results**									
2	**Data Mining Report**									
3	**Comparative Assessment Report**									
4	**Focus Group Study**									
5	**Edited Volume**									
6	**Public Presentation**									
7	**Internet Publication**									
8	**Workshops & Training Sessions**									
9	**Final Project Report**									

6. LOG FRAME

In the original Vozes do Povo project Cristina Pol indicated it was not necessary to do a Logframe. I trust a similar situation will apply to Phase II of the same project.

The Logical framework (logframe) matrix should evolve during the Action project (i.e. the projects) lifetime: new lines can be added for listing new activities as well as new columns for intermediary targets (milestones) when it is relevant and values will be regularly updated in the column foreseen for reporting purpose (see "Current value"). The term "results" refers to the outputs, outcome(s) and impact of the Action..

The logframe can be revised as necessary (in line with the provisions defined in Article 9.4 of the General Conditions).

	Result chain	***Indicator***	***Baseline*** ***(value & reference year)***	***Target*** ***(value & reference year)***	***Current value**** ***(reference year)*** ***(* to be included in interim and final reports)***	***Source and mean of verification***	***Assumptions***
Impact (Overall objective)	*The broader, long-term change to which the action contributes at country, regional or sector level, in the political, social, economic and environmental global context which will stem from interventions of all relevant actors and stakeholders.*	*Quantitative and/or qualitative variable that provides a simple and reliable mean to measure the achievement of the corresponding result* *To be presented, when relevant, disaggregated by sex, age, urban/rural, disability, etc.*	*The value of the indicator(s) prior to the intervention against which progress can be assessed or comparisons made.* *(Ideally, to be drawn from the partner's strategy)*	*The intended final value of the indicator(s).* *(Ideally, to be drawn from the partner's strategy)*	*The latest available value of the indicator(s) at the time of reporting* *(* to be updated in interim and final reports)*	*Ideally to be drawn from the partner's strategy.*	*Not applicable*
Outcome (s) (Specific objective(s))	*The main medium-term effect of the intervention focusing on behavioural and institutional changes resulting*	*(see definition above)*	*The value of the indicator(s) prior to the intervention against which*	*The intended final value of the indicator(s).*	*(same as above)*	*Sources of information and methods used to collect and report*	*Factors outside project management's control that may influence on the impact-outcome(s)*

	Result chain	***Indicator***	***Baseline*** ***(value & reference year)***	***Target*** ***(value & reference year)***	***Current value**** ***(reference year)*** ***(* to be included in interim and final reports)***	***Source and mean of verification***	***Assumptions***
	<u>from the Action</u> *(It is good practice to have one specific objective only, however for large Actions, other short term outcomes can be included here)*		*progress can be assessed or comparisons made.*			*(including who and when/how frequently).*	*linkage.*
Outputs	*The direct/tangible products (infrastructure, goods and services) delivered/generated by the intervention* *(*Outputs should in principle be linked to corresponding outcomes through clear numbering)*	*(same as above)*	*(same as above)*	*(same as above)*	*(same as above)*	*(same as above)*	*Factors outside project management's control that may influence on the other outcome(s)/outputs linkage.*

Activity Matrix

What are the key activities to be carried out to produce the intended outputs? *(*activities should in principle be linked to corresponding output(s) through clear numbering)*	***Means*** *What are the political, technical, financial, human and material resources required to implement these activities, e.g. staff, equipment, supplies, operational facilities, etc.* ***Costs*** *What are the action costs? How are they classified? (Breakdown in the Budget for the Action)*	***Assumptions*** *Factors outside project management's control that may impact on the activities-outputs linkage.*

Annex IV: Key Experts

The curricula vitae of the key experts are omitted here for privacy.

Copies were submitted to the European Ombudsman.

ANNEX V: BUDGET

Global price: EUR 90,962

Price breakdown based on the outputs/deliverables in the terms of reference:

Deliverables	Price in EUR
1. Data Set Study	19,044
2. Comparative Assessment Report	7,038
3. Focus Group Study	8,883
4. Publication	29,520
5. Dissemination	17,381
6. Final Report in English, accompanied by a Portuguese translation of the Executive Summary	9,096