

Framework Contract Services for EU's external action 2023 (FWC SEA 2023)

Frequently Asked Questions (FAQs)

1. Information publicly available to Framework Contractors

A dedicated Europa [internet webpage](#) is available to Framework Contractors and the general public. This page includes contractual documents at framework contract and specific contract level, the FWC SEA 2023 Guidelines, the detailed description of the lots, the list of consortium members and this FAQs document.

2. Use of the FWC SEA 2023 by Commission services other than INTPA, NEAR, and FPI

Commission services other than INTPA, NEAR and FPI who wish to use FWC SEA 2023 **must request a prior approval** from Unit INTPA.D.4. The request shall be sent to INTPA-FWC@ec.europa.eu and shall indicate:

- i) the lot to be used (see [detailed description of the lots](#))
- ii) the maximum amount intended for the specific contract, and
- iii) the subject of the specific contract and the nature of the tasks to be performed.

Requesting services **must also complete the onboarding** in the electronic exchange system (OPSYS). Once the onboarding is completed and the request approved by DG INTPA, the Request for Specific Contract (RfSC) can be created and launched in the system.

3. Use of OPSYS (the electronic exchange system)

Information on the use of OPSYS can be found in [the dedicated wiki](#).

Is it compulsory to use OPSYS for the procurement, signature, and management of specific contracts under FWC SEA 2023? What about EU trust funds?

Yes, using OPSYS is compulsory to launch RfSCs, receive and evaluate the offers, prepare, sign, and manage the specific contracts. CRIS must not be used.

This requirement to use OPSYS extends also to specific contracts funded under EU trust funds. The integration of EU trust funds into OPSYS is still work in progress: launching a RfSC from a planned contract in OPSYS is currently possible; however, there are still a few outstanding blockages with ABAC that need to be solved before specific contracts can be signed; therefore, you need to contact the IT support at that stage. Please check for updates of the situation on [FWC SEA 2023 intranet](#) and the [OPSYS wiki](#).

4. Eligibility of Framework Contractors and their subcontractors

The eligibility in terms of nationality is governed by the **EU financing instrument under which the specific contract is financed**. For all details, please refer to section 3 of the document A1 "Additional information about the contract notice" in the [tender documents](#).

The Specific Contracting Authority must mention the financing instrument in the specific Terms of Reference (ToRs) (under Part A, section 7. *Practical information*) and, when necessary, highlight any potential eligibility requirement for the tenderers.

In case a member of a consortium is not eligible under the instrument financing the specific contract, that member shall not participate in any task related to the specific contract. The same principle applies to any subcontractor.

5. Templates for specific ToRs and lot specific guidance

There is only one official template for the ToRs of [fee-based](#) specific contracts, and one for [global price](#) specific contracts, applying to all 17 Lots of the FWC SEA 2023. Both templates are available on the intranet and Internet page of the FWC SEA 2023 in four different languages (EN, FR, ES, and PT), and must always be used and strictly respected.

In addition, **specific guidance** is available for lot 16 (intervention-level evaluation other than budget support) and is being developed for the lot 16 budget support evaluations, and for the lots 15 (monitoring) and 17 (strategic evaluation), with tips to guide users on how to complete the standard template for their specific ToRs. The former SIEA 2018 evaluation ToRs templates must never be used.

6. FWC SEA 2023 suitability for certain types of services

6.1. *Communication services*

Please note that the FWC SEA 2023 is not designed nor suitable for contracting dedicated strategic communication services. To discuss the options available for contracting communication agencies, please contact INTPA.DG.02 via the Functional Mailbox: INTPA-02@ec.europa.eu.

6.2. *Conferences/Seminars/Events services*

As per the [detailed description of the lots](#), this type of services shall be “directly linked and ancillary to the services provided in the specific contract of the lot and “may not constitute the main subject of the specific contract. The specific ToRs need to specify exactly these activities and fix the budget as incidental expenditure in case of a fee-based contract or include the cost in the global price of the specific contract. In any case, the amount of these expenses compared to the price of the contract must be negligible”.

Therefore, requesting such services under any of the FWC SEA 2023 lots should be exceptional and be only a small part within a specific contract, necessary to achieve the required outputs. When such services represent a substantial part of the action, you must use a specialised framework contract, such as the FWC EVENTS 2020 (for events in partner countries) or the DG SCIC FWC (for events in the EU).

When the Specific Contracting Authority decides to request services for a conference, event, or workshop under the FWC SEA 2023, related costs must be included under “Incidental Expenditure” / “*other reimbursable costs*” for a fee-based contract, or under “*other costs*” for a global price contract.

6.3. *IT development services*

Available expertise within the FWC SEA 2023 does not include IT expertise and therefore there is a real risk of not receiving quality offers for such services. IT services must never be among the main expected outputs of a specific contract under the FWC SEA 2023 (similarly to point 5.2 above).

7. Global Price specific contracts under FWC SEA 2023

7.1. *For my team of experts, can I ask to receive names, CVs and Statements of Exclusivity and Availability (SoEAs)? Can I ask to interview the members of the team?*

Global price contracts **can never require and include key experts**. The RfSC may include minimum expertise requirements defined **for a team** under Part B of the specific ToRs.

Under no circumstances can the Specific Contracting Authority require that experts CVs or SoEAs are uploaded in OPSYS by the Framework Contractor as part of their tender.

If there are minimum expertise requirements defined for the team in the specific ToRs, the Framework Contractors will need to demonstrate how these requirements are fulfilled **in their Organisation and Methodology**.

In the financial offer for global price specific contracts, no name of expert has to be indicated. The only reason why an indicative budget breakdown must be provided by the Framework Contractor is to allow the Specific Contracting Authority to verify the respect of the maximum global fees set in the FWC SEA 2023. The names and profiles of the experts of the team can however be mentioned by the Framework Contractor in the technical offer/tender, if required by the Specific Contracting Authority in the RfSC.

Interviewing the team of experts is possible under global price contracts, but this shall under no circumstance lead to an individual assessment of the experts. Interviews can only be organised to check that the requested minimum team requirements are fulfilled (yes/no assessment), e.g., to check that the team can communicate in a required language.

7.2. *Can the same expert be proposed in more than one offer under a global price contract?*

Yes, and this consistently with the absence of exclusivity of the experts (see question 6.1 above).

7.3. *Since experts do not need to sign SoEA, will the Specific Contracting Authority allow sufficient time for the contractor to finalise arrangements with the team before the start of the assignment?*

This is a decision pertaining to each Specific Contracting Authority. The period between the signature of the specific contract and start of the implementation of activities must be at least of 10 calendar days. This provision at the framework contract level is included to allow sufficient time for the contractor to mobilise the team of experts.

7.4. *Since CVs should not be submitted for global price contracts, what happens if the Framework Contractor is not aware that one of the proposed experts was included in the list of EU restrictive measures referred to in art. 7 of the General Conditions?*

We do not consider this question to be related to the submission of the CVs. It is the responsibility of the Framework Contractor to apply due diligence in checking that the staff/entities hired to work on an assignment are not included in the list of EU restrictive measures.

7.5. *For a global price contract, is it necessary to issue an administrative order for a change of experts during the specific contract implementation?*

When minimum expertise requirements for the team of experts were part of the RfSC, the Framework Contractor had to present in their offer/tender how the team fulfilled these requirements. When an expert of the team is replaced, the contractor needs to prove that the minimum expertise requirements are still being fulfilled. There is no need to issue an administrative order for such a change which should be handled outside OPSYS through an exchange of letters or email (while still being registered in Ares).

7.6. *Does subcontracting need to be declared for global price contracts?*

Yes. The reason is that when an offer/tender is evaluated, it is also checked that all the subcontractors involved in the assignment respect eligibility requirements, including the eligibility rules of the EU financing instrument used for the specific contract. The provisions on subcontracting are described in the General Conditions (art. 4) and the Special Conditions (also art. 4) of the FWC SEA 2023.

7.7. *How do you ensure that the specific ToRs for global price contracts are realistic, and the outputs achievable within the maximum budget available?*

Framework Contractors (tenderers) should request clarifications from the Specific Contracting Authority if they consider that the specific ToRs include provisions that are not realistic or cannot be implemented (for example maximum budget not considered sufficient). Contractors have then the possibility to justify the non-submission of an offer/tender if, despite the clarifications received, they still consider the assignment unrealistic (for budgetary or other reasons).

7.8. *Having in mind the contractual obligations for the records keeping stipulated in the General Conditions of the FWC SEA 2023 as well as possible audit of specific projects, are Framework Contractors required to maintain in their records the supporting documents for expenses budgeted under "Fees" and "Other Costs" budget lines in global price specific contracts?*

Contractual obligations for the records keeping of 7 years of supporting documents stipulated in the General Conditions (more specifically art. 24.3 and art. 25 on checks and audits) apply also to global price specific contracts: even though supporting evidence for "fees" (e.g., timesheets) and "other costs" (e.g., invoices from local service providers and boarding passes) are not requested with the invoice, they may be required during a verification/audit.

8. Fee-based specific contracts under FWC SEA 2023

8.1. *Key and Non-Key Experts in fee-based specific contracts*

All experts under fee-based specific contracts are now only called **experts** and are all considered key experts. Non-key experts are not allowed under the FWC SEA 2023 (specific ToRs may not foresee experts to be identified and added at a later stage during the implementation period of the specific contract).

All experts (max 10 per specific contract) mentioned in Part B of the specific ToRs require the submission of both a CV and a SoEA with the offer.

Contractors are not obliged to disclose **the date of birth of experts**, a fictitious date (e.g., 1/1/2000) can be encoded for all experts.

8.2. *Experts' education and professional experience*

Is it possible to require an expert category I to have with a master's degree and 15 years of professional experience?

The Global ToRs for the FWC SEA 2023 clearly state that “The Specific ToRs may not impose higher education levels or more years of professional experience than those defined for each category”. In this case for an expert category I, the maximum number of years of professional experience is 12 years, and the higher education level that can be requested for all categories is “completed university studies of at least 3 years”. Higher education or professional experience requirements cannot be requested.

8.3. Expenditure verification

If the offer omitted to share the auditor's name, how to correct it? Addendum or administrative order?

As per the section 6.4.5. of the Global ToRs, the Framework Contractor shall include the name of the proposed auditor in their Organisation and Methodology.

When the specific contract was awarded and signed despite no indication of the name of the auditor, an amendment to the specific contract must be established with the name of the auditor (as per PRAG 2.11.1.d). The same applies when a change of the name of the auditor is required.

8.4. Experts using their own car and charging the mileage to the Specific Contracting Authority in the regular contract invoices

How much (Euro/Km) are experts allowed to invoice in the case where there is no first-class train available for an equivalent journey (cf. Travel costs under section 6.4.6. of the Global ToRs)?

Only when the “first-class train equivalent” rule cannot apply (for example when there is no train connection in the country), and provided there was a **prior written agreement** from the Specific Contracting Authority, the cost of travel by private car can be reimbursed at the rate of **EUR 0.22 per km** (source: Commission decision C(2007)5858 of 5 December 2007). If there was no prior agreement, the Specific Contracting Authority may not reimburse travel costs by car.

9. Should I use fee-based or global price for my specific contract?

If the service requires that you are first and foremost in control of the input (i.e., well-defined individual expert profiles for a technical assistance), then you should use a fee-based specific contract.

If the service is focused on obtaining certain output(s) which can be composed of several deliverables, then you should use a global price specific contract. Remember that the default option for requirements in part B of the global price specific ToRs is “minimum requirements for experts are not defined”. You should instead be very specific in the part A of your ToRs about the outputs you want delivered and how their quality will be monitored and assessed. When necessary, you may define some minimum expertise requirements for a team (as a whole) in a global price specific contract, however experts’ CVs or SoEAs cannot be requested (see 6.1 above).

Whichever contract type is selected, it is essential to have the needs and requirements clearly defined in the RfSC so that Framework Contractors can respond with accurate and comparable technical and financial offers.

10. Lot Quality Supervisors (EC staff) and Quality Support Teams (Framework Contractors staff)

A list of the Lot Quality Supervisors is published on the FWC SEA 2023 Intranet Webpage. Users might contact them to raise quality issues they face when implementing specific contracts or to request support on drafting ToRs for particularly complex and/or innovative specific assignments.

Similarly, a list of the members of the Quality Support Teams (QST) of each Framework Contractor under each lot is published on the Intranet. This list allows users to check that the proposed quality experts at the level of the specific contracts are indeed members of the Framework Contractor's QST for the concerned lot.

INTPA.D.4 has informed all Framework Contractors of the name and contact details of the Lot Quality Supervisor for each respective Lot.

11. Communicating the results of the evaluation of offers

In the context of specific contracts under a framework contract with reopening of competition (which is the case for the FWC SEA 2023), the EU Financial Regulation (art. 170) forbids the sharing of information with Framework Contractors/tenderers on the characteristics and relative advantage of the winning tender **because in the long run it could impede fair competition** between the Framework Contractors. Therefore, only the average technical score of the Framework Contractor's own offer can be communicated to them. No weighted score (not even the financial score) can be provided as a weighted score inherently discloses information on the characteristics and relative advantage of the other tenders.

Only if requested by a tenderer, Specific Contracting Authorities can share a qualitative assessment (i.e., the strengths and weaknesses) of the tenderer's own offer. But this qualitative assessment must not include any element of characteristics and relative advantage of other tenders/offers.

Framework Contractors may consult the [Financial Transparency System](#) website where information about all specific contracts awarded in year N is published in June of year N+1.

12. Delivery mode: Place of performance vs Home-based

In case an expert is based at the place of performance (the place of performance is his/her home base), could you clarify which of the delivery mode (place of performance or home-based) should apply?

The place of residence of the expert does not determine the delivery mode. The delivery mode location must be a city, or a town defined by the Specific Contracting Authority in the Specific ToRs. It cannot be a generic reference to the "expert home-based location".

Moreover the "place of performance" and the "home-based" are alternative delivery modes.

Theoretically there could be a case where the Specific Contracting Authority sets the place of performance in a city (for example Kinshasa) and by coincidence that city is the place of residence of the expert. In this case, the fees on the place of performance will be paid. The reason is the Specific Contracting Authority needs the expert to perform the assignment in that location.

When the Specific Contracting Authority does not require the expert to implement the assignment in any specific location, then a home-based delivery mode is applied.

13. Organisation and Methodology (O&M) template to be used by Framework Contractors

13.1. *Can the Specific Contracting Authority decide to change the O&M template?*

Yes, when the template for the [Organisation and Methodology](#) (O&M), to be used by Framework Contractors) needs to be amended by the specific contract manager (e.g., to require that some specific technical elements be presented in the offer), the amended O&M template will **need to be uploaded in OPSYS** under **“Other supporting document”** during the creation of the RfSC. It is not allowed to change the four main section titles, as those reflect also the four main compulsory criteria in the evaluation grid.

13.2. *How strict is the format requirement on the police fonts and sizes?*

The O&M template indicates that tenderers should use Arial font size 11 or Times New Roman font size 12 for their technical tender. When Framework Contractors/tenderers want to use different (e.g., corporate) format styles, a clarification must be requested to the Specific Contracting Authority and all Framework Contractors will be informed of the decision which, if approved, will specify the allowed font type(s) and size (11 or 12).

The following minimum requirements shall in any case be respected:

- The font must be a standard style that is clear and readable. Script, cursive, pictorial, italicised, and condensed or semi-condensed fonts are prohibited.
- Font size must be 11 or 12 points.
- Font size and font type must be consistent throughout the text.
- The font size of tables and figures can be smaller than the standard text but cannot be less than 8 points to allow for readability.
- Spacing shall not be less than single (i.e., spacing value shall be at least 1).

14. Enforcement of the guidelines and compliance with the available templates

Are EU Delegations and other users of the FWC SEA 2023 allowed to diverge from the rules and Guidelines of the FWC SEA 2023?

One of the conditions of use of the Framework Contract is compliance with the FWC SEA 2023 Guidelines in addition to respecting the contractual provisions.

As managers of the FWC SEA 2023, INTPA.D.4 ensures that Commission services (Headquarters and Delegations) using the FWC SEA 2023 have the clearest possible guidelines and templates available.

INTPA.D.4 also reviews all issues brought to its attention by Framework Contractors and users and communicates bilaterally on those issues.

It is not in INTPA.D.4 's mandate to control or review each RfSC and how the Specific Contracting Authorities in Headquarters and in EU Delegations use the FWC SEA 2023.

It is ultimately the responsibility of both the operational and financial sections/sectors of the Specific Contracting Authority to respect the contractual provisions.

We recommend that Framework Contractors continue requesting clarifications on RfSC to the Specific Contracting Authorities whenever they consider rules are not respected or a specific issue is identified to INTPA-FWC@ec.europa.eu and, whenever relevant from a quality/thematic/area perspective, to

the concerned Lot Quality Supervisor. This allows INTPA.D.4 to keep improving the guidance on how the provisions for the FWC SEA 2023 must be implemented.

15. Deliverables under specific contracts

There is no timeframe indicated in the Guidelines or in the FWC SEA 2023 for the Specific Contracting Authorities to provide comments to the deliverables or to approve them. Could you please indicate a timeframe within which the comments or the approval must be provided? In previous FWCs, we had a subscribed period (e.g., 30 days) after which, in case of absence of any reply or query, the contractor could consider approval tacit.

There is no tacit approval for reports/deliverables under the FWC SEA 2023. Deadlines for reports/deliverables linked to payments are set in the General Conditions. Deadlines for all other reports/deliverables are set by the Specific Contracting Authority in the specific ToRs (and if there is no such indication, clarifications can be requested to the Specific Contracting Authority).

16. Invoicing

Can invoices / payment requests be submitted by email?

Yes, payment requests can be sent in paper format, via email, or via electronic exchange system. For payment requests sent to the Specific Contracting Authority via email, the reception date is the date on which the request for payment arrives in the functional mailbox of the Specific Contracting Authority. The functional mailbox to which the payment requests are to be sent must therefore be provided in the specific contract.

(Internal reference: INTPA companion version 14 and above)