



Guidelines

Framework Contract “Services for EU’s External Action 2023”

FWC SEA 2023

Version 1.2 (20/03/2024)

EUROPEAN COMMISSION

Directorate-General for International Partnerships
Directorate D — Sustainable Development Policy and Coordination
Unit D4 — Quality and Results, Evaluation, Knowledge Management

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1 Introduction

These Guidelines provide guidance to the European Commission users of the Framework Contract “Services for EU’s External Action 2023” (hereafter called FWC SEA 2023).

These Guidelines are also made available for information to the Framework Contractors on the Internet page of the FWC SEA 2023, [together with reference documents and templates](#) intended for both the users and the framework contractors.

FWC SEA 2023 is bound by the provisions contained in the Special Conditions of the Framework Contract and its annexes.

The Financial Regulation, and more specifically point 1 of Annex I, provides the legal framework for the use of Framework Contracts. The provisions of the Financial Regulation are reflected in sections 2.6.5. and 3.5.1 of the PRAG.

These Guidelines complement these contractual and legal provisions by providing practical guidance on the use of FWC SEA 2023.

The contracting procedure for a Specific Contract is managed in the electronic exchange system (OPSYS). The procedure workflows are described in the RELEX Wiki.

2 Users

The Contracting Authority for each individual Specific Contract is the European Union represented by the European Commission, acting on its own account or acting on behalf of Partner Countries (the “Specific Contracting Authority”).

Partner Countries under indirect management are not able to use the FWC SEA 2023.

3 Contracting Authority's key actors

Term	Definition
Framework Contracting Authority	The European Commission, represented by DG INTPA.
Framework Contract General Manager	The Framework Contracting Authority's department in charge of the overall administrative management of the Framework Contract (INTPA D.4).
Lot Quality Supervisor	The Framework Contracting Authority's focal point liaising on quality issues of a specific lot with the Framework Contractors Quality Manager. The list of the appointed Quality supervisors is available on the Intranet page of the FWC SEA 2023.
Specific Contracting Authority	The Contracting Authority's department (Headquarters or EU Delegation) launching the Request for Specific Contract (RfSC) and signing the corresponding Specific Contract.
Specific Contract Manager	The staff member responsible for the implementation of the Specific Contract within the Specific Contracting Authority's department. Identified by the Specific Contracting Authority for each new Request for Specific Contract. Oversees the individual assignment from the Request for Specific Contract to the implementation of the Specific Contract and liaises with the Framework Contractor in that respect.

4 Framework Contractor's key actors

Framework Contractor's key actors:

Management Team

The **Management Team** is composed of minimum one Management Team Leader, one Framework Contractor Manager and one Quality Manager. Contact details are available on the Intranet page of the FWC SEA 2023.

Management Team Leader: The Framework Contractor's staff member having the overall responsibility to oversee the implementation of the Framework Contract. This includes supervision of the preparation of the specific offers/tenders, signature of all deliverables (such as studies, reports) required under the Specific Contracts and all reports on the implementation of the Framework Contract.

Framework Contractor Manager: The Framework Contractor's staff member in charge of the overall management of the Framework Contract.

Quality Manager: The Framework Contractor's staff member having the overall responsibility for quality assurance.

Quality Support Team

The **Quality Support Team** is composed of staff members supporting the execution of specific assignments and ensures quality reviews of reports/deliverables. They work under the guidance of the **Quality Manager**.

The **Specific Contract Quality Expert** is the staff member of the *Quality Support Team* assigned to one (or more) Specific Contract(s). The Specific Contract Quality Expert is not expected to work in any specific location defined by the Specific Contracting Authority. The contractor may not foresee additional costs linked to the specific location of the *Quality Support Team* Member.

The Framework Contractor may add additional staff to the Quality Support Team. Any request to change the composition of the Quality Support Team has to be sent to the Framework Contract General Manager (at INTPA-FWC@ec.europa.eu), with copy to the Lot Quality Supervisor. The request to change the composition of the Quality Support Team is deemed approved unless the Framework Contract General Manager reacts within 15 calendar days.

Logistic and Administrative Support Team

The **Logistic and Administrative Support Team** is composed of staff members providing support to the *Management Team* members and to the experts working on specific assignments.

All costs of the *Management Team*, *Quality Support Team* and *Logistic and Administrative Support Team* are included in the global fee rates. No additional costs of this nature may be charged to the Specific Contracts.

Members of the *Management Team* can work occasionally as experts for individual assignments. In this case the related fees will be budgeted in the specific offer/tender. The following conditions have to be fulfilled for members of the Management Team working as experts on individual assignments:

- they **cannot work as Team Leaders** on Specific Contracts;
- their assignment **cannot be full time**;
- their involvement must be compatible with the performance of their main functions and their workload.

5 Conditions of use

The use of the FWC SEA 2023 is subject to the following conditions:

- a) **The use of the electronic exchange system (OPSYS)** is compulsory. To request access please write at the following address: EC-EPROCUREMENT-ROLL-OUT-IMPLEMENTATION@ec.europa.eu and put in copy INTPA-FWC@ec.europa.eu.
- b) The maximum amount for each Specific Contract, addenda included, cannot exceed **1,999,999 EUR**.
- c) **The maximum duration** of a Specific Contract is **48 months**¹ (addenda included)
- d) **The double envelope**, i.e., separated technical and then financial evaluation, is the only possible evaluation modality.
- e) Specific contracts have to be signed by both parties before the Framework Contract expires.
- f) The validity period of the Framework contract will be followed by a **2-year survival period**. The Framework Contract continues to apply to Specific Contracts after its termination during the survival period. With the end of the survival period, all remaining Specific Contracts are automatically terminated (see section 7.5).
- g) **Compliance with the FWC SEA 2023 Guidelines** (in addition to respecting the contractual conditions)
- h) **With the exception of DG INTPA, NEAR and FPI**, all other Directorate Generals must send for each Specific Contract a request of **prior approval** to the functional mailbox INTPA-FWC@ec.europa.eu. **If agreement has been obtained on a Lot and the user decides to use another Lot a new prior approval has to be requested.**

The request shall indicate:

- a. the lot concerned;
- b. the maximum amount of the Specific Contract;
- c. the subject of the Specific Contract.
- d. The Framework Contracting Authority needs to monitor that the forecasted maximum amount is within the ceiling fixed for each lot. Therefore, the approval is subject to budgetary availability.

¹ The maximum duration will be reduced during implementation. See section 7.5

- i) **All Intervention-level evaluations** for projects and programmes **must be launched under Lot 16** and must not be launched under any of the thematic lots.
- j) **The use of Lot 17 is reserved** for the evaluation services in units INTPA.D4, NEAR A4 and FPI.6. Users from any other service interested in using this lot must send a request to the Functional Mailbox INTPA-FWC@ec.europa.eu

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 FMB: INTPA-02@ec.europa.eu

6 Procedure for Specific Contracts

6.1 Availability of the funds

No Request for Specific Contract may be issued under the FWC SEA 2023 if the budgetary appropriations, under which the Specific Contract will be financed, are not available. No suspensive clause may be added. The signature of the Specific Contracts must be preceded by a budgetary commitment.

The budgetary commitment needs to be identified, and the funds corresponding to the Specific Contract need to be reserved when creating the **Planned Contract** in OPSYS. The Request for Specific Contract (see 6.3 below) will be initiated from the Planned Contract.

6.2 Identification of the lot

The first step for users is to identify the relevant lot amongst the 17 lots of the FWC SEA 2023. The document “*Detailed description of the lots*” can be consulted for this purpose.

The expertise may be called at any stage of the cycle of operations and may cover any sector within a lot. The exception are financial audits which are covered by a separate dedicated framework contract. The expertise may cover any geographic area of the world. For multidisciplinary assignments, the choice of lot must correspond to the most important sector for the given assignment.

The list of sub-sectors included in the part B of the document “*Detailed description of the lots*” is not exhaustive. Users may call on any additional expertise falling within the areas defined in the title of the lot.

6.3 Request for Specific Contract

Once the lot is identified, the Specific Contracting authority prepares the following documents:

- A. Request for Specific Contract (RfSC)
- B. Specific Terms of Reference
- C. Evaluation Grid
- D. Specific Contract Organisation and Methodology (only to be prepared if the standard template is modified for the purpose of the specific assignment)

A. Request for Specific Contract

The Request for Specific Contract specifies if the contract is **Fee-based** or **Global price**, the experts’/expertise requirements, the reports/ deliverables to be submitted in OPSYS, the maximum budget amount and the deadline for submission of offers/tenders.

The **maximum budget amount** will be communicated to the selected Contractors in the Specific Contract Summary generated by OPSYS.

Specific contracts under Lots 16 and 17 can only be concluded as **Global price**.

The deadlines for submission indicated below are a minimum and **it is recommended to foresee a longer period** according to the complexity of the assignment, the time of the year (holiday period), and/or the contractual amount.

The default **deadlines for the submission** of the offers/tenders are the following:

- for RfSC below 300 000 EUR: minimum **14** calendar days;
- for RfSC of 300 000 EUR or above: minimum **30** calendar days.

For requests for Services above 1 M EUR a minimum of **40** calendar days is **recommended**.

The actual deadline dates for submission are calculated and set by OPSYS **as the day following the authorisation and publication of the request** plus the allocated time for submission. If the authorisation and publication of the request is performed after 14h00 (CET), then an additional day is added to the deadline. If the calculated date is on a Saturday or Sunday, then the deadline date will be set to the following Monday.

The time for the Submission Deadline of offers is fixed at **14h00 (CET)**. The deadline for submission is a hard deadline. The deadline can only be extended by the Operational Initiating Agent directly in OPSYS and while the submission deadline has not yet been reached.

B. Specific Terms of Reference

The templates for the Specific Terms of Reference are available on the Intranet page of the FWC SEA 2023.

The Specific Contract Manager will indicate in the specific Terms of Reference the legal basis of the procedure and the eligibility requirements of the funding Instrument. The EU Instrument determines the eligible nationalities of the consortium members and the subcontractors.

The Specific Terms of Reference follow a different template in case of Fee-based contracts or Global Price Contracts.

Fee-based

The Specific Terms of Reference must stipulate the expertise required for a team or the profiles/skills required per expert. In both cases, the Specific Terms of Reference must indicate the categories of experts and related minimum time input per category (number of working days and specific expertise), the timing for reports, the delivery mode.

All experts under a fee-based contract are considered to be key experts who have to be evaluated by the evaluation committee. Therefore, non-key experts cannot be requested or proposed and when there is mention of “experts” in OPSYS it should be understood as “key experts”. **The number of experts to be requested cannot exceed 10.**

Global Price

The Specific Contracting Authority must clearly identify in the Specific Terms of Reference the expected **output(s)** and provide all the necessary information/elements allowing the contractor to attribute a **price to each output**.

In a Global price contract, the contractor must achieve a specified output(s). **The technical and operational means by which the contractor achieves the specified output(s) are not relevant** for the satisfactory implementation of the contract and related payments.

In other words:

- **the output(s) must be identified by the Specific contract manager** in the Specific Terms of Reference;
- for each **output the Framework Contractor will submit a price** in its financial offer/tender.

The global price includes all costs related to the outputs (expert fees and all other costs). The precise inputs of the experts (working days, category, delivery mode) will be left to the discretion of the Framework Contractor in its specific offer/tender. However, the Specific Contracting Authority may indicate an absolute minimum input in terms of expert category, working days ([including for missions to specific locations](#)) and/or qualifications for one or more experts.

C. Evaluation Grid

The templates for the evaluation grid are available on the Intranet page of the FWC SEA 2023.

The evaluation grid contains the details and relative weights of the technical evaluation criteria for the offers/tenders. The evaluation grid indicates whether an interview of experts will be carried out as part of the technical evaluation and fixes the indicative dates and the expert position for which the interview is envisaged.

The evaluation grid follows a different template in case of Fee-based contracts or Global Price Contracts.

D. Specific Contract Organisation and Methodology

The template for the Organisation and Methodology is available on the Intranet page of the FWC SEA 2023.

The template may be modified by the Specific contract manager if required due to the complexity or the nature of the specific assignment. However, the titles of the four main sections of the Organisation and Methodology cannot be modified.

When the Organisation and Methodology is modified by the Specific contract manager, it has to be submitted with the Request for Specific Contract in OPSYS as part of the **Other Supporting Documents**.

6.4 Professional conflicting interest

The Contracting Authority cannot modify the Framework Contractors selected by OPSYS for a Request for Specific Contract. The only exception is a **professional conflicting interest**². A contractor has a **professional conflicting interest** when there is an interest that negatively affects or risks affecting their capacity to perform a contract in an independent, impartial and objective manner.

The conditions determining a professional conflicting interest must be assessed at **the time of the offer/tender**, and in any case before the Specific Contract is awarded. The mere possibility of a conflicting interest cannot be a ground for exclusion of a Framework Contractor from a procedure, or for rejection of a specific offer/tender. The professional conflicting interest should not be hypothetical, must be evidenced, and a case-by-case assessment is required to confirm that there is an interest which may negatively affect the performance of the specific contract.

However, before sending the Request for Specific Contract, the Specific Contract Manager might already identify a potential professional conflicting interest, for example if the envisaged assignment is incompatible with a contract executed by the contractor or by a member of the consortium³. In that case, the Specific Contract Manager has to **request additional information** from the tenderer to ensure that the **most accurate information** is available when assessing the presence or absence of such conflicting interests. If a conflicting interest is identified, tenderers must be given the opportunity to propose measures to avoid/mitigate such conflicting interest. If a professional conflicting interest is identified and if the proposed **mitigating measures** (if any) are not considered sufficient, **the Framework Contractor has to be duly notified** on the contracting authority's decision to remove the contractor from the list of contractors invited to submit an offer/tender. The contracting authority may continue the procedure with the remaining Framework Contractors⁴. The removal of one of the Framework Contractors selected by OPSYS must be justified. The justification for changing the list of contractors should mention "*professional conflicting interest*" and any additional information as may be required.

If a professional conflicting interest is identified by the Specific Contracting Authority **during the submission period**, the same procedure should be followed. In case the specific contracting authority confirms the conflicting interest the offer/tender must not be submitted.

If during the submission period, following the receipt of a request for Specific Contract, Framework Contractors are aware of one or more member(s) of their consortium having a potential professional conflicting interest, then they have the obligation to inform the Specific Contracting Authority of such potential professional conflicting interest. The Specific

² Please see PRAG 2.5.4.4

⁴ Including when less than 3 Framework Contractors are remaining.

Contracting Authority should be informed during the submission period and if the professional conflicting interest is confirmed, the offer/tender must not be submitted.

If a professional conflicting interest is identified by the Specific Contracting Authority **during the evaluation of the offer/tender**, the same procedure has to be followed. If a professional conflicting interest is identified and if the proposed mitigating measures (if any) are not considered sufficient, the Rejection Reason to be added in OPSYS is *“Subject to conflicting professional interests of the tenderer which may negatively affect the performance of the contract (Article 167(1c) FR)”*.

6.5 Sending the request

The Request for a Specific Contract must be encoded in the OPSYS. Please refer to the wikis for a step-by-step guide. For each assignment, the Request for Specific Contract will be **sent to all the Framework Contractors** of the lot through publication on the [Funding and Tender Portal](#).

Expression of willingness

The Framework Contractors must, via OPSYS, **acknowledge the invitation** to participate and **express their willingness** to submit a tender **within 3 calendar days** of the publication of the Request for Specific Contract. Not participating in the Request for Specific Contract must be duly justified. Not participating in Requests for Specific Contract repeatedly can be qualified as a breach of contract (see section 9.3). If the acknowledgement is not received within the deadline, the Specific Contract Manager must contact the Framework Contractor concerned.

Correction

A situation may emerge during the submission period and before the evaluation of the offers/tenders where a modification to the Request for Specific Contract is required. In case a modification is required, the Request for Specific Contract must be cancelled and a new procedure initiated with the launch of a new Request for Specific Contract.

The only exception is when the modification concerns:

- the evaluation grid;
- a missing attachment;
- Part A of the Terms of Reference (fee based only).
- an extension of the submission deadline;

In case of an extension of the deadline of submission, the modification takes place inside OPSYS. In all other cases, the modification takes place through a corrigendum-email to which the Framework Contractors have to respond with an acknowledgement of receipt. The missing attachments, or the modified Part A of the Terms of Reference (fee based only), have to be uploaded in OPSYS when the contract is being prepared.

Cancellation

The Specific Contracting Authority can cancel at any time the Request for Specific Contract.

Procedures need to be cancelled if a modification is required that affects:

- the financial offer/tender;
- The amount of the Planned Contract;
- the Lot;
- Whether the contract is fee-based or global price.

In these cases a new procedure is initiated from the same Planned Contract, with the launch of a new Request for Specific Contract.

If after a Request for Specific Contract, no willingness to participate has been expressed, the relevant authorising officer may simply cancel the Request for Specific Contract, or cancel and either:

1. After analysing the cancelled Request for Specific Contract, relaunch a modified Request for Specific Contract. The modifications may include the deadline for submission, the maximum budget amount and/or the specific terms of reference.
2. Initiate a negotiated procedure with one or more Framework Contractors of its choice from that lot.
3. Initiate, depending on the amount, the relevant procurement procedure outside the Framework Contract

6.5.1 Clarifications

The Framework Contractors can ask for clarifications within the following deadlines:

Deadline for submission of offers/tenders	Deadline for questions
≥ 14 calendar days and ≤ 20 calendar days	Submission deadline minus 3 calendar days
> 20 calendar days	Submission deadline minus 4 calendar days

The answers to the clarifications must be sent simultaneously to all the Framework Contractors to whom a Request for Specific Contract has been sent. The specific Contracting Authority must remove in the reply all references which would allow to identify the tenderer that asked the clarification. If a clarification introduces a substantial⁵ change, the deadline for submission must be extended accordingly. The deadline can only be extended when the submission deadline has not yet been reached.

The Specific Contracting Authority has no obligation to reply to a question submitted after the deadline but may use its discretion in deciding whether an answer will be provided.

⁵ if it has an impact on the preparation of the tender notably on the identification of the experts.

The clarifications which have been sent to the Framework Contractors will become an annex of the Specific Contract and are binding for both parties. To this end the evaluation committee must upload the anonymised clarifications in the *Evaluation Session* in OPSYS.

6.6 Receiving the offer/tender

6.6.1 Content of the offer/tender

The Framework Contractor will submit via the Funding and Tenders Portal:

- A. The Financial offer/tender.
- B. The organisation and methodology⁶. The organisation and methodology will identify:
 - the consortium members involved in the assignment.
 - the Specific Contract Quality Expert (The staff member of the *Quality Support Team* assigned to this Specific Contract)
 - any sub-contractors with their tasks and nationalities.⁷
- C. For Fee-based contracts: the CVs of the experts proposed with their statements of exclusivity and availability. The statement of exclusivity and availability is specific to the assignment and therefore no general overall commitment can be signed prior to the request.
- D. On which dates the experts will be available in case of an interview during the offer/tender validity period.

OPSYS will provide an acknowledgement of receipt of the offer/tender on behalf of the Contracting Authority.

6.6.2 Validity of the offer/tender

Once the deadline for submitting offers/tenders has expired and the Opening Session in OPSYS has started, the validity period of the offers/tenders starts. The validity periods are the following:

- for RfSC with a budget below 300 000 EUR: **14 calendar days**;
- for RfSC with a budget of 300 000 EUR or above: **30 calendar days**.

The Framework Contractors must be notified of the results of the evaluation within the validity period of the offers/tenders.

Before the expiry of the validity period of the offers/tenders, the Specific Contracting Authority may [contact the tenderers by e-mail](#) to request a one-off **extension of the validity of the offers/tenders** submitted. This one-off extension period [can be no longer than the initial validity period](#):

⁶ An organisation and methodology document is always required with the only exception of simple assignments of a very low amount.

⁷ All sub-contractors must respect the eligibility rules of the EU Funding instrument under which the Specific Contract is being financed. For External Aid Programmes see annexes a2a, a2a1 and a2b1 of the PRAG.

- for RfSC with a budget below 300 000 EUR: **maximum 14 calendar days**;
- for RfSC with a budget of 300 000 EUR or above: **maximum 30 calendar days**.

If one or more tenderers do not agree with the extension of the validity period, the Contracting Authority may proceed and evaluate only the offer(s)/tender(s) whose validity has been extended.

6.7 Evaluation of the offers/tenders

6.7.1 Appointment of the Evaluation Committee⁸

In OPSYS the opening of the tenders will take place in the *Opening Session* and the evaluation in the *Evaluation Session*. For these sessions there are two types of committees: the opening committee and the evaluation committee. It is recommended that the composition of both committees is the same. The whole opening committee is not required to be present during the technical intervention in OPSYS required to start the opening session.

The composition of the evaluation committee is different depending on the value of the Request for Specific Contract:

- **below 300 000 EUR**
No formal appointment by the contracting authority is required. Offers/tenders shall be evaluated by an odd number (**minimum 3**) of voting members.
- **between EUR 300 000 and EUR 999 999**
Offers/tenders shall be evaluated by a formally appointed **simplified evaluation committee** comprising an odd number (**minimum 3**) of voting members. In this case, one of the evaluators should also take on the role of chairperson and another evaluator should assist with secretarial services when needed. These additional roles have to be attributed to two of the evaluators when appointing the committee and remain for the entire duration of the evaluation.
- **between EUR 1 000 000 and EUR 1 999 999**
Offers/tenders shall be evaluated by a formally appointed **evaluation committee** comprising: a non-voting **chairperson**, a non-voting **secretary** and an odd number (**minimum 3**) of voting members.

All evaluation committee members must sign the statement of confidentiality and impartiality (PRAG Annex A4).

⁸ Please see PRAG 2.9.1 and Companion 8.4

For all Requests for Specific Contract requiring a formally appointed evaluation committee, the Authorising officer will proceed with the **appointment** via an ARES workflow. The appointment has to be done using the template available on the Intranet webpage of the FWC SEA 2023 before the opening session. Please note that, as the RfSC is encoded in OPSYS and not in PPMT, the appointment of the evaluation committee is done in ARES instead of PPMT.

The OIA/FIA of the procedure will grant access to the offers to the members of the evaluation committee by assigning the “*Member of Opening and Evaluation Committee (RELEX)*” role⁹. This is a technical step which does not entail a formal appointment. The added members can view and download the offers/tenders in OPSYS.

In case of members of the evaluation committee that do not have an EU Login (external evaluators), the chairperson or the secretary of the evaluation committee will share the submitted offers/tenders with those evaluators **outside OPSYS**. **The system to be used must ensure the confidentiality of the communication. Any electronic transfer of information needed under this modality must also guarantee its confidentiality.** In case of Requests for Specific Contracts below 300 000 EUR, where there is no formally appointed evaluation committee, the AROS has to share the offers with the external evaluators.

An **evaluation report** must be completed and uploaded in OPSYS for all Request for Specific Contracts irrespective the contract value. The evaluation report must follow the model provided in FWC SEA 2023 Webpage.

With respect to the specificities of evaluations by the European Commission in Headquarters and evaluations by EU Delegations, please refer to the *INTPA Companion to financial and contractual procedures* sections 8.4.2.1 and 8.4.2.2.

6.7.2 Compliance

Compliance with formal submission requirements

OPSYS will perform the following automated validation checks during the opening session:

- a. The **deadline** for the submission has been respected.
- b. The offers/tenders were received in the same state as they were submitted and therefore the **integrity and confidentiality** of the offer has been respected.

Since the deadline for submission is a hard deadline, no offer/tender can be submitted later than the deadline. Moreover, OPSYS is designed to guarantee the integrity and confidentiality of offers/tenders. Based on these automated validation checks, the system will then automatically mark the tender submissions as "In order".

OPSYS does not prevent tenderers to submit more than one offer/tender for the same request for specific contract. In the case several offers/tenders have been submitted by the same tenderer, all submissions have to be marked as “In Order”. During the evaluation session, the

⁹ OCM/ECM from the Manage Permissions > Access Management feature of the procedure in OPSYS – MyWorkplace

evaluation committee will reject earlier submissions and only the last offer/tender that has been submitted will be considered for evaluation (see next section “*Administrative Compliance*”).

After closing the opening session, an Opening Record is generated, and the Evaluation Session starts so that the members of the Evaluation Committee can access the offers/tenders that are “In Order”.

Administrative compliance

For the offers/tenders that are “In Order”, the evaluation committee will check in the evaluation session the following criterion of administrative compliance:

- c. The offer/tender complies with the **eligibility** rules of the EU programme which finances the Specific Contract.

The consortium members involved in the assignment and all subcontractors must respect the eligibility rules of the EU Programme which finances the specific contract. In case a consortium member is not eligible according to the fund source of the Specific Contract, only the ineligible consortium member cannot participate in any task related to that Specific Contract. The other members of the consortium which are eligible can participate.

For offers/tenders that are ineligible, “Rejected” must be selected as an Evaluation Outcome in OPSYS. The Rejection Reason to be added in OPSYS is “*Tenderer’s lack of access to the procurement as referred to in Article 176 FR or Article 179 FR*”.

- d. In case the tenderer submitted several offers/tenders, **only the last offer/tender** submitted will be considered for evaluation.
For the **earlier submitted offers/tenders “Rejected” must be selected as an Evaluation Outcome in OPSYS.** The Rejection Reason to be added in OPSYS must be “Other” with the following comment: “*Tender was disregarded due to later submission of another tender.*”

6.7.3 Technical Evaluation.

The evaluation committee examines the technical offers/tenders. Each member of the evaluation committee gives each offer a **technical score** out of a maximum of 100 points. This scoring is done in accordance with the technical evaluation grid laid down in the Request for Specific Contract.

Tenders are considered **technically not acceptable** and therefore **not admissible** if:

- **the offer/tender falls short of the 75-points threshold;**

- one of the experts does **not comply with the minimum requirements for the requested category defined in the Global Terms of Reference or in the Specific Terms of Reference.**

For offers/tenders that are technically not acceptable, “Rejected” must be selected as Evaluation Outcome in OPSYS. In case of falling short of the 75 threshold, the Rejection Reason to be added in OPSYS is *“Not meeting the minimum quality levels (Annex I point 21.3 FR)”*. In case of not complying with the minimum requirements, the Rejection Reason to be added in OPSYS is *“Non-compliance with the minimum requirements specified in the procurement documents (Article 167(1)(a) FR)”*.

Under no circumstances may the evaluation committee change the evaluation grid communicated to the tenderers in the request for specific contract.

The evaluation committee will only examine the offers/tenders that are not rejected and that are admissible. Even if only one offer/tender is received or is admissible, the evaluation process may continue with that offer/tender. If none of the tenders/offer are admissible, the procedure is cancelled.

The technical score to be encoded in OPSYS is the average score of all the evaluators and therefore not the weighted technical score¹⁰.

6.7.4 Financial Evaluation.

Only after completion of the technical evaluation, the evaluation committee accesses the financial offers that are considered technically acceptable.

The offer/tender cannot be negotiated.

Examples of arithmetical errors are:

- clerical errors
- per diem rate exceeding the applicable rate
- discrepancies between the offer/tender price encoded in OPSYS and the uploaded financial offer. In this case, the uploaded financial offer has precedence.

Arithmetical errors are corrected without penalty to the tenderer.

Any error in the fee-rates (category or delivery mode) cannot be considered as an arithmetical or clerical error and will not be corrected.

For **Fee-based contracts**, the total contract value comprises the fees, the incidental expenditure (if applicable), lump sums (if applicable) and the provision for expenditure verification (if applicable):

- **For fees:** see section 8.2 and 8.3 on Global fees.

¹⁰ The [Ranking Calculator](#) to be consulted through the [wikis](#) can be used to calculate the technical score.

- **Incidental expenditures** contain ancillary and exceptional eligible expenses incurred by the contractor that are not included in the fees. See section 14.
- A **lump sum** is an estimated provisional amount for studies, evaluations, organisation of events such as conferences or training sessions. The contractor is not able to exceed the amount foreseen for lump sums.
- For **expenditure verification**: see section 13.

For **Global price contracts**, the total contract value comprises the total price for each output. The indicative budget breakdown (by output) is provided only for the purpose of the verification [by the Specific Contracting Authority](#) of the respect of the tenderer's maximum Global Fees.

At the level of the financial evaluation, tenders are not further evaluated if:

- the **maximum budget amount** is exceeded;
- [the fee rate for a specific category of expert and delivery mode exceeds the maximum global fee of that Framework Contractor.](#)

For offers/tenders that are exceeding the maxima, "Rejected" must be selected as Evaluation Outcome in OPSYS. The Rejection Reason to be added in OPSYS is "*Price of the tender exceeding the maximum budget determined and documented prior to the launching of the procurement procedure (Annex I point 12.3.a FR)*".

The evaluation committee proceeds with the comparison of the financial offers/tenders which are within the maxima and calculates their **financial score**¹¹.

Fee-based:

For Fee-based contracts the evaluation committee compares only the total fees (and lump sums if applicable).

Both the provision for incidental expenditure and the provision for expenditure verification are excluded from the comparison of the financial offers as they are specified in the Request for Specific Contract.

The tender with the lowest total fees + lump sums receives 100 points. The others are awarded points by means of the following formula:

Financial score = ((lowest total fees + lump sums) / (total fees + lump sums of the tender being considered)) x 100.

Global price:

The financial evaluation for a Global price is performed on the total contract price.

¹¹ The [Ranking Calculator](#) to be consulted through the [wikis](#) can be used to calculate the final score. In that case the calculation of the financial score is not required.

The tender with the lowest total amount receives 100 points. The other tenderers are awarded points by means of the following formula:

Financial score = (lowest financial offer amount/amount of the financial offer in question) x 100.

6.7.5 Composite Evaluation (best value for money)

The **final score**¹² is the overall score of the offer/tender providing the best value for money by weighting technical quality against price on an **60/40 basis**. This weighing is done by multiplying:

- the scores awarded to the technical offers by **0.60**
- the scores awarded to the financial offers by **0.40**

The resulting weighted technical and financial scores are then added together to determine the tender with the highest score. The offer/tender that obtains the highest weighted score will be awarded the Specific Contract.

¹² The [Ranking Calculator](#) to be consulted through the [wikis](#) can be used to calculate the final score.

6.7.6 Timeframe for evaluation

The timeframe for evaluation corresponds to the **validity period** of the offers/tenders as described in section 6.6.2. Within this timeframe the Specific Contracting Authority has to evaluate the offers/tenders and notify the results to Framework Contractors that submitted them.

If the Contracting Authority does not notify within that period, the Framework Contractor is no longer bound by his offer/tender and may disband the proposed team.

6.7.7 Specific Contract award

The award of each Specific Contract requires a full evaluation of each offer/tender and has to be documented in an **evaluation report**.

The **award decision is generated automatically** in OPSYS following the completion of the evaluation. The evaluation report will be included in the award decision.

Specific Contracts are not subject to the standstill period regardless of their value and can be signed immediately.

There is no publication of an award notice for Specific Contracts based on a framework contract.

6.7.8 Approval of experts by the Partner Country

The Specific Contracting Authority must request the approval of experts proposed by the successful tenderer before notifying the results if:

- the specific contract is implemented in a partner country (except for multi-country projects)
- **a representative of the partner country has not been invited to the evaluation committee as an evaluator.**

A request for the approval of experts is not a request for approval of the European Commission's evaluation. The representative of the partner country may only ask for experts to be replaced if duly substantiated and justified objections are given in writing e.g., the expert is persona non grata, there are public order issues, or information unknown to the evaluation committee has been disclosed which could have affected the outcome of the evaluation.

If the specific contracting authority does not accept the rejection, it will inform the representative of the partner country and proceed with the award.

If the specific contracting authority accepts the rejection, the successful tender will be requested to propose a replacement that will also have to be approved by the partner country representative.

If the representative of the partner country accepts the expert, the specific contracting authority will proceed with the award.

If the representative of the partner country does not accept the expert, the specific contracting authority will proceed with the award to the next-best tender and follow the same procedure as outlined above. If there is no next-best tender the procedure is cancelled.

6.7.9 Notification of the results

All the Framework Contractors who submitted offers/tenders must **receive a notification letter** with the results of the evaluation and the award decision. The notification is also obligatory in case of cancellation and when a new Request for Specific Contract is relaunched and sent to the same Framework Contractors. The notifications letters are **generated automatically** in OPSYS.

Following this notification, the validity of the offer/tender of the successful Framework Contractor is **extended automatically by 14 calendar days** to allow the signature of the Specific Contract. The notification does not constitute a commitment on the part of the Specific Contracting Authority to award the specific contract. Expenses incurred prior to the signature of the Specific Contract by both parties are ineligible.

The notification letter to unsuccessful tenderers will have the following elements:

- The name of the successful tenderer;
- If a technical evaluation took place, their technical scores based on the average technical points awarded by the evaluators;
- **In** case of rejection, the reasons for the rejection of the offer/tender.

Only upon written request from any of the tenderers who submitted an admissible offer, the Specific Contracting Authority will provide:

- their specific scores given for each element of the evaluation grid: organisation and methodology, expert(s), rationale, strategy, etc.

The Specific Contracting Authority will never provide:

- Any information about the other contractors' characteristics and relative advantages;¹³
- The amount of the Specific Contract.
- The technical score of the other tenderers;
- The final score of any of the other tenderers
- The tenderer's own final score.

The basis of not providing this information is that the receipt of such information by parties to the same framework contract each time a competition is reopened might prejudice fair competition between them¹⁴.

¹³ Article 170(3)a, Financial Regulation

¹⁴ Recital 112, Financial Regulation.

6.7.10 Unsuccessful procedure

When the tender procedure has been unsuccessful, that is to say no offer/tender was admissible, or no offers/tenders were received, the Authorising Officer may cancel the Request for Specific Contract and:

1. After analysing the cancelled Request for Specific Contract, relaunch a modified Request for Specific Contract.
2. Initiate a negotiated procedure:
 - **if offers/tenders were received:** with one or more Framework Contractors of its choice, amongst those that submitted an offer/tender, with a view to obtaining improved offers/tenders. In this case the Terms of Reference cannot be altered substantially.
 - **if no offers/tenders were received:** with any Framework Contractor of its choice from that lot.
3. Initiate, depending on the amount, a procurement procedure outside the Framework Contract.

6.8 Expert confirmation and replacement procedure

The successful tenderers are notified simultaneously by the Specific Contracting Authority.

In case of a **Global Price contract**, no confirmation of the experts is required from the successful tenderer. However, [if there is a change in the composition of the implementing team the modified team still has to fulfil the minimum requirements set in the terms of reference.](#)

In case of a **Fee-based contract**, the Specific Contracting Authority notifies all Framework Contractors simultaneously:

- The tenderer with the highest score (1st) has to confirm the availability of the expert (s) within **3 calendar days**.
- The next-best tenderers are informed that the Specific Contracting Authority reserves the right to notify the award in case the contract is not signed with the tenderer with the highest score.

If availability of all experts is confirmed, the Specific Contract is signed.

If the availability of any of the experts is not confirmed:

- **a justification shall be provided**, and the Contracting Authority may accept or reject the justification.
- The tenderer has a maximum of **4 calendar days**, from the date on which the tenderer has informed the Specific Contracting Authority of the unavailability of one or more expert, to propose a replacement. A maximum of 3 CVs for each expert to be replaced can be proposed.

The proposed replacement expert:

- Must meet the minimum requirements described in the Specific Terms of Reference;
- Must be scored at least as high as the expert to be replaced;
- May not have been proposed as an expert by any other tender for the procedure.

If the replacement(s) proposed is/are accepted, the Specific Contract is signed.

The Specific Contracting Authority may notify of award the next-best tenderer in the following cases:

- **The justification for the unavailability** of at least one of the initially proposed experts **is rejected**.
- At least **one of the proposed replacements is not accepted**.
- **No replacement is proposed by the deadline**.

The other next-best tenderers in the list will be informed whenever a next-best best tender has been proposed the award. The procedure of expert confirmation and replacement may be repeated with the next-best tenderers. When there are no next-best tenderers, the Specific Contracting Authority will cancel the procedure.

7 Specific Contract

The Specific Contract enters into force on the day that it **is signed by both parties**. The expenses are eligible from that day.

The financial offer/tender, methodology and CVs of the experts proposed and the Specific Terms of Reference, form an integral part of the Specific Contract and will compose its Annexes.

The period between the signature of the Specific Contract and the start of the implementation must be **minimum of 10 calendar days**. It is recommended to allow a longer mobilisation timeframe especially for complex assignment of 3/4 years and of high amounts. Only in exceptional cases a shorter period may be defined but only if accepted by the Framework Contractor.

Only if requested by the Specific Contracting Authority the Framework 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. This modification does not waive the contractor's obligations relating to insurance¹⁵.

The unavailability of an expert may qualify as a failure to perform its contractual obligations and a breach of Specific Contract. Such a breach of contract might result in liquidated damages or the termination of the Specific Contract. The request of a Framework Contractor to use an expert on another project, or a change of mind of an expert, will not be accepted as a justification for the replacement of an expert.

7.1 General rules on amendments to the Specific Contract

Amendments of Specific Contracts are managed through a workflow in OPSYS. There are two amendment types:

- **The addendum** (General Conditions art. 20.1, see section 7.2 below)
- **The Administrative Order** (General Conditions art. 20.2, see section 7.3 below)

A Specific Contract can only be amended for the cases which require no negotiated procedure (see PRAG section 2.11.1). Addenda for the repetition of similar services which require a negotiated procedure (see PRAG section 3.3.5.1) are not applicable to Specific Contracts. However, addenda for the repetition of similar services are possible as long it is within 10% of the initial contract value.

In all cases:

¹⁵ Art. 13 Special Conditions derogating art. 13.2, b), paragraph 1 of the General Conditions,

- Amendments **cannot alter the subject matter** of the Specific Contract and/or **cannot alter the award conditions** prevailing at the time when the Specific Contract was awarded;
- No increase can lead to a total Specific Contract value that exceeds **1 999 999 EUR**;
- The total duration of a Specific Contract cannot exceed **48 months**¹⁶;
- An extension in duration cannot go beyond the **survival period of the Framework Contract**.
- No amendment shall transfer amounts from the incidental expenditure to the fees.
- No amendment shall lead to decreasing the amount allocated to expenditure verification.

7.2 Addendum

Any amendment to the contract **affecting its object or scope**, (e.g., total contract amount, change of the period of implementation) shall be formalised by **an addendum**. Both parties may request an addendum according to the following principles:

- An addendum may be requested only during the period of execution of the Specific Contract. The execution period is the period from contract signature until final payment;
- Any request for an addendum shall be submitted to the other party at least **30 calendar 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 shorter period for requesting an addendum.

The party to whom an amendment has been submitted, has a deadline of 30 calendar days to sign the amendment. If the amendment is not signed by this deadline, it must be encoded again. Any request for additional information processed through OPSYS automatically extends this deadline. The deadline of 30 calendar days restarts when the additional information has been submitted.

7.3 Administrative order

The Specific Contract Manager¹⁷ has the power to issue administrative orders requesting an **amendment to the contract not affecting its object or scope**. Administrative orders may take the form of additions, omissions, substitutions, changes in quality, quantity, specified sequence, method or timetable of implementation of the services.

Administrative orders cannot have an impact on the contractual budget in case of Global Price contracts. For Fee-based contracts, administrative orders that have an impact on the contractual budget are limited to transfer within the fees, or transfers from the fees to the incidental expenditure.

¹⁶ Or less depending on the remaining months of implementation of the Framework contract. See section 7.5

¹⁷ Defined as project manager in the General Conditions article 20.2

The issuing of administrative orders follows the following process:

- Prior to the issuance of any administrative order, the Specific Contract Manager or the Specific Framework Contractor shall notify the other party of the contract of the nature and the form of the proposed amendment.
- Following an agreement between the Specific Contract Manager and the Specific Framework Contractor, **the Specific Framework Contractor initiates the administrative order in OPSYS.**
- The Specific Contract Manager **issues the Administrative Order through validation in OPSYS.**

In case technical blockages in OPSYS prevent the processing of an administrative order to replace an expert, the administrative order may be issued by email. Once the technical blockage is resolved, the administrative order to replace the expert has to be processed in OPSYS.

In OPSYS, amendments through administrative orders are limited to the following:

- **Specific Terms of Reference** (Annex II)
- **Organisation and Methodology** (Annex III)
- **the specific Financial Offer** (Annex IV)
- **Curriculum Vitae of the Experts (Annex V)** ([in case of fee-based contracts](#))

[For fee-based contracts](#) experts shall be replaced by an administrative order instead of an addendum¹⁸. **The replacement of experts has to follow the provisions of art 17 of the General Conditions.** The replacement shall have qualifications and experience equivalent to or better than the expert to be replaced. In case of expert replacement, a **statement of Exclusivity and Availability shall be uploaded with the CV.**

Typical examples of amendments done via an administrative order:

- Change of expert, if the new expert has at least equivalent qualifications and experience as his predecessor; ([in case of fee-based contracts](#))
- A modification of quantities in incidental expenditure, such as an additional international travel, that does not entail an increase of the total budget;
- Non-substantial changes in the distribution of days worked among the experts or planning/sequence of implementation of activities.

¹⁸ Art. 20.1 of the Special Conditions derogating the General Conditions foresees that the replacement of an agreed staff whose curriculum vitae is part of the specific contract shall not be formalised by means of an addendum but by means of an administrative order.

7.4 Communications not amending the Specific Contract.

During the implementation of the Specific contract, frequent exchanges between the contractual parties take place that do not amend any contractual provisions. Some of these exchanges include confirmations from the Specific Contract Manager to the contractor on aspects related to the implementation of the Specific Contract.

Examples of communications not amending the Specific contracts are:

- Following the completion of a report, the confirmation of the date of a seminar to discuss with key stakeholders the results of the report;
- Following discussions with the partner country, the confirmation of the mission dates for a field mission away from the place of performance;
- Confirmation that the expert can work on a public holiday to prepare the logistical details of a conference taking place the next day.

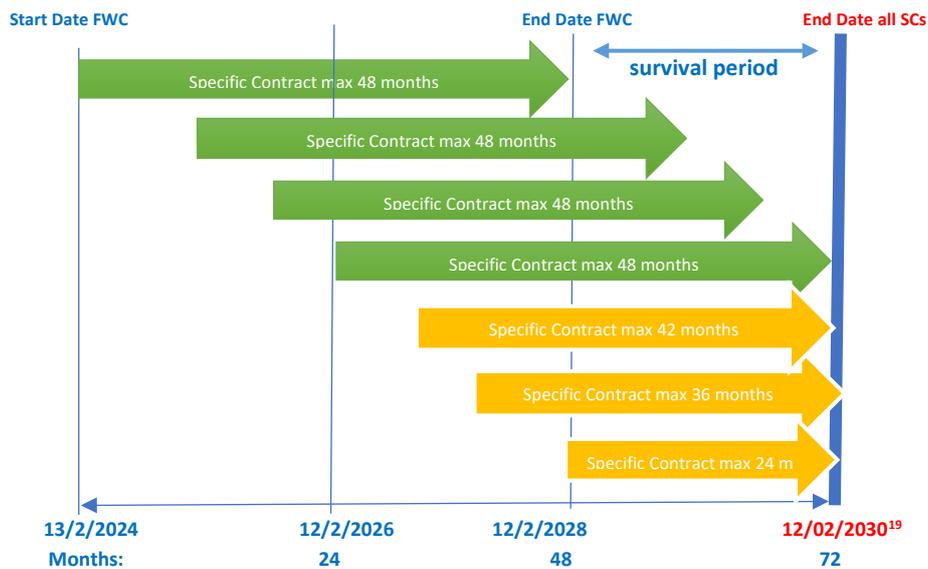
These examples do not require an addendum or an administrative order to be processed in OPSYS since they not amend the contract.

These communications not amending the Specific Contract, are formalised through a letter or an email registered in Ares.

7.5 Maximum duration and survival period

The maximum duration of a Specific Contract (addenda included) is **48 months**.

However, during implementation the maximum duration of new Specific Contracts **will be reduced** as all Specific Contracts will have to end at the latest at the end of the survival period indicated on the table as the “**End Date all SCs**”. This date is set **2 years** after the expiry or termination of the Framework Contract and will be indicated on the FWC SEA 2023 webpage.



As visualised in the table above, for the first 24²⁰ months of implementation of the framework contract it will be possible to sign Specific Contracts with a maximum duration of 48 months. From the second year of implementation of the framework contract the maximum duration for new Specific Contracts will be reduced since a **Specific Contract cannot be implemented beyond the survival period** indicated in the table.

An example: the duration of a Specific Contract starting 12 months before the termination of the Framework Contract may be maximum 36 months (12 months before the end date of the Framework Contract + 24 months “*survival period*”).

¹⁹ For Lot 17 the dates are: 17/8/2024 (start date), 16/8/2026 (end initial duration), 16/6/2027 (FWC end date), 16/6/2029 (end date all specific contracts)

²⁰ For the first 34 months for Lot 17.

8 Delivery modes

The experts' inputs are expressed in working days. The contractual periods in calendar days. For fee-based contracts, the assignment must be clearly defined in terms of **minimum number of** days, location and number of experts.

In terms of location, the services provided may use the following **delivery modes**:

- 1) **on the place of performance**;
- 2) **home-based**.

A different global fee applies to each delivery mode.

An expert may, for the same assignment, work under the two different delivery modes having working days "*on the place of performance*" and working days "*home-based*." In addition, the expert may also have **missions**.

Delivery mode "on the place of performance"

In this case, the Specific Contracting Authority defines in the Terms of Reference the location (**city/town**) where the expert implements the assignment.

In other words when the Specific Contracting Authority requests the expert to implement the assignment in a defined location, the delivery mode "*on the place of performance*" has to be used. The delivery mode location has to be a city or a town defined by the Specific Contracting Authority in the Specific Terms of Reference. It cannot be a region or a country.

In case of a team of experts, the Specific Contracting Authority can define one location "*on the place of performance*" for the complete team of experts or have different places of performance for the members of the team. **However, each expert may have maximum one location "on the place of performance" in addition to the "home-based" location (if any).**

Delivery mode "home-based"

In this case the Specific Contracting Authority does not require the expert to implement the assignment in any specific location.

If the assignment requires missions, the home-based location (city/town) has to be indicated by the contractor in the specific offer/tender in order to calculate the travel costs. The Specific Contracting Authority will reimburse the travel cost of the most direct route from the home-based location to the mission location.

For Fee-based contracts the Specific Contracting Authority must define in the Specific Terms of Reference the delivery mode for each expert and the number of mission days.

For Global price contracts, there is no such obligation: the Specific Contracting Authority may leave entirely to the Framework Contractor the definition of the delivery modes in its offer/tender. However, if required, the Specific Contracting Authority may define "minimum" requirements with respect to expert category, delivery mode, missions, working days. In this

case the Framework Contractor will respond to these minimum requirements in its proposed offer/tender.

There are two scenarios for delivery modes in a Specific Contract.

- 1) **Only one delivery mode is used:** the corresponding Global Fee rate will be applied.

If there are missions, the per diems for the mission days will be paid in addition to the Global Fee rate.

- 2) **Both delivery modes are used:** the corresponding Global Fee rates will be applied.

If there are missions the per diems (applied for mission days) will be paid in addition:

- to the Global Fee rate “*on the place of performance*” when missions are taking place from the place of performance.
- to the Global Fee rate “*home-based*” when missions are taking place from the home-based location.

8.1 Examples of combination of delivery modes and missions ²¹

Example 1 (One Expert)	Global Fee to be used	Travel costs	Per diems (paid in addition to the Global Fees)
40 working days in Windhoek: city indicated in the request as the place of performance.	<i>On the place of performance</i>	The international travel costs (to and from the place of performance) are not included in the global fee “ <i>on the place of performance</i> ” and shall be budgeted under incidentals. The intra-city transportation costs (taxi, car rental, public transport) are already included in the global fee “ <i>on the place of performance</i> ”.	No, the Global fee “ <i>on the place of performance</i> ” includes all costs needed to implement the contract in the place of performance.
2 missions in Oshakati of 3 working days each	<i>On the place of performance</i> (missions are taking place from the place of performance)	The inter-city journeys costs (travel from the place of performance to the mission location) are not included in the global fee “ <i>on the place of performance</i> ” and shall be budgeted under incidentals.	Yes, per diem paid for the 6 days in addition to the “ <i>on the place of performance</i> ” Global Fee.
5 working days home-based	<i>Home-based</i>	N/A	N/A

Example 2 (One Expert)	Global Fee to be used	Travel costs	Per diems (paid in addition to the Global Fees)
60 working days home-based (Jan to March 25)	<i>Home-based</i>	N/A	N/A
2 missions in Colombo 7 days in April 25 7 days in June 25	<i>Home-based</i>	The inter-city journeys costs (travel from the home-based location to the mission location) are not included in the global fee “ <i>home-based</i> ” and shall be budgeted under incidentals. In this case 2 return trips have to be budgeted. The intra-city transportation costs (taxi, car rental, public transport) are not included in the global fee “ <i>home-based</i> ” and will be covered by the per diem.	Yes, per diem paid for the 14 days in addition to the “ <i>home-based</i> ” Global fee.

²¹ Please refer to section 8.

<p>Example 3 1 Expert</p>	<p>Global Fee to be used</p>	<p>Travel costs</p>	<p>Per diems (paid in addition to the Global Fees)</p>
<p>130 working days in Asmara indicated as place of performance. (January to June 25)</p>	<p><i>On the place of performance</i></p>	<p>The international travel costs (mobilisation and demobilisation) to and from the place of performance are not included in the global fee “<i>on the place of performance</i>” and shall be budgeted under incidentals.</p>	<p>NO</p>
<p>4 mission of 3 days each in Massawa (missions are taking place from the place of performance)</p>	<p><i>On the place of performance</i></p>	<p>The inter-city journeys costs (travel from the place of performance to the mission location) are not included in the global fee “<i>on the place of performance</i>” and shall be budgeted under incidentals</p>	<p>Yes, per diem paid for 12 days in addition to the global fee “<i>on the place of performance</i>”</p>
<p>44 working days home-based (July – Aug 25)</p>	<p><i>Home-based</i></p>	<p>N/A</p>	<p>N/A</p>
<p>1 final mission of 5 days in Asmara Sept 25 (missions are taking place from the home-based location) Home based location indicated by the Contractor: Messina</p>	<p><i>Home-based</i></p>	<p>The inter-city journeys costs (travel from the home-based location to the mission location) are not included in the global fee “<i>home-based</i>” and shall be budgeted under incidentals.</p> <p>In this case the <i>home-based</i> location (city/town) has to be indicated in the specific offer/tender for the contractor to calculate the travel costs. The Specific Contracting Authority will reimburse the travel cost of the most direct route from the home-based location (Messina) to the mission location (Asmara).</p> <p>Intra-city transportation costs (taxi, car rental, public transport) are not included in the global fee “<i>home-based</i>” and will be covered by the per diem.</p>	<p>Yes, per diem paid for the 5 days in addition to the <i>Home-based</i> Global fee.</p>

8.2 Global Fee rate “on the place of performance”

The Global Fee rate per working day on the *place of performance* covers:

1. **The Expert Fee:** the remuneration actually paid to the expert per working day.
2. **The Management Fee** which includes:
 - **the Framework Contractor’s margin;**
 - **all administrative costs** of employing the expert, overheads and all costs needed to implement the contract in the place of performance including (but not limited to):
 - all costs related to relocation and repatriation including visa but excluding travel costs to the place of performance at the beginning and at the end of the assignment;
 - expatriation allowances, taxes, leave days, insurance;
 - any other employment benefit accorded to the expert;
 - all office-related costs (office rental, communications costs (mail, courier), office facilities, secretariat) on the place of performance;
 - all the IT and/or technical equipment the expert needs to perform the assignment;
 - expert travel costs related to intra-city transportation costs (taxi, car rental, public transport).
 - **All backstopping facilities including costs related to the setting-up and running of:**
 - the Management Team (see section 4);
 - the Logistic and Administrative Support Team (see section 4);
 - the Quality Support Team (see section 4).
 - **Any other expenditure which is needed to implement the framework contract** not covered elsewhere.

8.3 Global Fee rate “home-based”

The Global Fee rate *home-based* per working day covers:

1. **The Expert Fee:** the remuneration actually paid to the expert per working day.
2. **The Management Fee** which includes:
 - **the Framework Contractor’s margin**
 - **all administrative costs** of employing the expert, overheads and all costs needed to implement the contract including (but not limited to):
 - taxes, leave days, insurance;
 - any other employment benefit accorded to the expert;
 - any allowance for home-based work covering all related costs;
 - all the IT and/or technical equipment the expert needs to perform the assignment;
 - **backstopping facilities including: all costs related to the setting up and running of:**
 - the Management Team (see section 4);
 - the Logistic and Administrative Support Team (see section 4);
 - the Quality Support Team (see section 4).
 - **any other expenditure which is needed to implement the framework contract** and which is not covered elsewhere.

The Global Fee rate per home-based working day covers all the costs related to the expert’s services: the costs mentioned above excluding all the specific costs **needed to implement the Specific Contract** in the place of performance. No other costs for home-based work can be charged in addition.

8.4 Not included in the Global Fees

- Experts' **inter-city and international travel** costs related to:
 - **International travel:** travel to and from the *place of performance* from the expert's place of residence.
 - **inter-city journeys** both local and international in case the assignment foresees missions from the main place of performance or the home-based location.
- **Per diems:** daily allowance covering all subsistence costs of the experts on mission away from the **place of performance or the home-based location**.
- Any provision for **expenditure verification (Fee-based contracts only)**
- Interpretation or translation services
- Hiring of (equipped) training facilities, IT tools (except the IT and/or technical equipment the expert needs to perform the assignment), documentation, wrap-up meeting organisation.
- Paper copies of reports (which should be avoided and requested only when strictly necessary)
- Physical supports for electronic copies of reports (USB pen drives)
- Any other services not included in the Global Fees, to be detailed in the Specific Terms of Reference.
- Lump sums²².

All these costs have to be **clearly defined** by the Specific Contracting Authority in the Specific Terms of Reference so that the contractor can budget them in its offer/tender.

The Specific Contracting Authorities (EU Headquarters, EU Delegations) are not expected to provide the Framework Contractor support for office, secretarial, communication, logistical, transport and visa. In exceptional cases, the Specific Contracting Authority may however decide to provide support on its own initiative or following a request of the contractor.

If activities to be paid as lump-sums are required, these have to be described in the Specific Terms of Reference and detailed and budgeted by the contractor in the budget breakdown.

²² Fee-based specific contracts may include activities paid on the basis of lump sums.

9 Quality and Performance

9.1 Specific Contract Quality Assurance

In the specific organisation and methodology, the Framework Contractor will indicate the consortium member(s) implementing the specific contract and designate the Specific Contract Quality Expert (see section 4 on “The Quality Support Team”).

The quality supervision function implies that an effective quality assurance and control takes place for each assignment to guarantee that all reports/deliverables conform to the requirements of the Specific terms of reference.

The Specific Contract Quality Expert signs off, together with the Quality Manager, all the reports/deliverables required under the Specific Contract.

If an expert is unable to meet the level of quality required for preparing the written reports/deliverables, the Framework Contractor will provide, at no additional cost to the Specific Contracting Authority, immediate additional support for these reports/deliverables to meet the appropriate standards or, as an alternative, propose a replacement for the expert.

The Framework Contractor must ensure that a quality control takes place before the submission of the required deliverables/reports to the Contracting Authority.

9.2 Specific Contract Performance Assessment

For each Specific Contract the Specific Contracting Authority will assess the performance of the Framework Contractor according to the following marks:

- 1 Outstanding
- 2 Adequate
- 3 Minor problem
- 4 Serious problem

The performance assessment will be sent to the Framework Contractor together with the final approval of the reports/deliverables. The Framework Contractor will be invited to provide comments within a period fixed in the notification of the evaluation but not less than **7 calendar days**.

Following these comments, the Specific Contracting Authority can finalise the assessment together with the comments received or modify it. In this case a new deadline for comments has to be given to the contractor.

9.3 Framework Contractor sub-standard performance.

The performance of a Framework Contractor may be qualified as sub-standard performance and result in a breach of contract (Article 34 of the General Conditions) if a Framework Contractor:

- is repeatedly unable or not willing to reply to a Request for Specific Contract by submitting an offer/tender;
- repeatedly submits technically not acceptable offers/tenders (falling short of the 75-points threshold);
- has frequently performance assessments noted with marks of 3 or 4.

A breach of contract entitles the Framework Contracting Authority in Headquarters to the remedies laid down in the General Conditions of the Framework Contract.

10 Payments

Payments shall be made in accordance with Art 29 of the General Conditions. **All invoicing and payments other than the pre-financing, are processed exclusively through ABAC.** Once processed, the financial data is then synchronised with OPSYS.

By derogation from the General Conditions, art. 29.1 of the Special Conditions foresees that the first payment of **pre-financing shall not be subject to the receipt of an invoice.** The first payment of pre-financing shall be made **within 30 days of the signature of the Specific Contract** and, if applicable, of the receipt of a financial guarantee in accordance with article 30 of the General Conditions. This derogation applies to both Fee-based and Global price contracts.

11 Experts

The following categories of experts can be required for the implementation of the Specific Contracts: I, II, III and IV as defined below:

Category	Education	Professional experience in any of the sectors related to the lot
I	Completed university studies of at least 3 years, attested by a diploma. In its absence 5 years of equivalent professional experience.	12 years
II		6 years
III		3 years
IV		No experience required

The Specific Terms of Reference **may not impose** higher education levels or more years of professional experience than those defined for each category.

The Specific Terms of Reference shall not discriminate the experts on the ground of their former or present nationality, gender or place of residence.

Whenever possible and in respect of equal treatment of all experts, Framework Contractors should favourably consider calling on the expertise available on the local market. The Framework Contractor is expected to reflect the local market fees when the expert is hired on the local market.

Knowledge of a local language required by the Specific Terms of Reference can always be replaced in the offer/tender by calling on interpreter/translator unless otherwise specified in the Specific Terms of Reference. If so, for the purpose of the offers' financial evaluation, this service cost of the interpreter/translator will be added to the incidental expenditure for fee-based contracts and to other costs for Global price contracts.

For Fee-based contracts:

The Specific Terms of Reference may indicate either the profile/skills per expert or the overall expertise required from the team. In the latter case, the Framework Contractor is responsible for proposing a team covering all the expertise required. In both cases the Contracting Authority must specify the minimum expertise required, the category and the minimum number of working days. If not already identified in the Specific Terms of Reference, the Framework Contractor will identify the Team Leader.

For Global price contracts:

As the purpose of the Global price contract is to focus on outputs, not on inputs:

- The **time inputs** of the experts under a Global price **are decided by the Framework Contractor** in its specific offer/tender.
- During the evaluation of a Global price contract, the **experts are not assessed** (scored with points).

The evaluation of the technical offer is based exclusively on the criteria included in the evaluation grid. If **minimum requirements for the team of experts are requested**, the information on how these requirements are fulfilled has to be **included in the Organisation and Methodology**. The Framework Contractor has to demonstrate in the Organisation and Methodology how it will comply with these requirements in order to accomplish the desired output(s).

The Contractor may include in the Organisation and Methodology the name of an expert and his profile. Compliance (yes/no answer) of the team (as a whole) with the requirements will be checked, **but there will be no marks given to the experts.**

The specific contracting authority cannot request CVs and Statements of Exclusivity and Availability for a Global price Contract. As a consequence, for a global price contract no CVs and Statement of Exclusivity and Availability have to be submitted by the tenderer as part of the tender/offer. For global price contracts the same expert may be proposed in more than one offer submitted in reply to the same request for specific contract.

12 Missions and per diems

The Specific Contracting Authority must also clearly identify in the Terms of Reference the **mission locations** where the expert will be required to work and indicate for each location (city/place) the working days needed. When missions are taking place from the place of performance **per diems will be paid in addition to the Global Fee rate on the place of performance**. When missions are taking place from the home-based location **the per diems will be paid in addition to the Global Fee rate home based**.

Per diem is a maximum fixed flat rate, covering daily subsistence costs. Per diem include accommodation, meals, local travel within the place of mission and sundry expenses. The applicable per diem rate is the per diem rate²³ in force at the time of contract signature of the Specific Contract. The per diem is not subject to revision and **fixed for the entire duration of the Specific Contract**. If the Financial Offer of the tenderer contains per diems rates exceeding the applicable rate, those will be corrected as an arithmetical error before the signature of the contract.

Per diems will be paid only for missions that fulfil the following cumulative conditions:

- a) **outside the delivery mode location**²⁴
- ii) **clearly indicated in the Specific Terms of Reference**
- iii) **of a duration of 12 hours or more**.

In the *“on the place of performance”* and in the *“home-based”* location no per diems are paid to the experts.

Local travel to and from the airport is therefore covered by the per diem. Travelling time for the purpose of a mission is to be regarded as part of the mission. The Specific Contracting Authority reserves the right to reject payment of per diem for time spent travelling if the most direct route and the most economical fare criteria have not been applied. Travel undertaken by the expert for mobilisation and demobilisation as well as for leave purposes shall not be considered a mission and will not be subject to payment of per diem.

Per diem are payable on the basis of the number of hours spent on the mission. Per diem may only be paid in full or in half (no other fractions are possible):

- A full per diem shall be paid for each 24-hour period spent on mission.
- Half of a per diem shall be paid in case of a period of at least 12 hours but less than 24 hours spent on mission.
- No per diem shall be paid for missions of less than 12 hours.

²³ The per diem rates are published on the INTPA web page: https://international-partnerships.ec.europa.eu/funding/guidelines/managing-project/diem-rates_en

²⁴ Neither *“on the place of performance”* or *“home-based”*. See section 8 on delivery modes.

13 Expenditure Verification

In case of expenditure verification, the *Terms of Reference for Expenditure verification* (PRAG annex B8k1) and the *Expenditure Verification Table transaction errors* (PRAG annex B8k2) have to be used.

Fee based Specific Contracts.

- For an amount of **1 million EUR or above**: an expenditure verification report is **required**.
- For an amount **below 1 million EUR**: no expenditure verification report is required. However, the Specific Contracting Authority may request expenditure verification in the Specific Terms of Reference.

If an expenditure verification is requested, the maximum budget for expenditure verification is fixed by the Specific Contracting Authority.

Global price Specific Contracts

There is no expenditure verification irrespective of the contract value.

14 Incidental Expenditure (fee-based contracts)

Incidental expenditure covers the ancillary and exceptional eligible expenditure incurred under the Specific Contract. It cannot be used for costs which should be covered by the Framework Contractor as part of its Global Fee rates. No consultancy services (experts) can be recruited under incidental expenditure.

Incidental expenditure is reimbursed at actual costs or as flat rate for per diems, backed up by original supporting documents. A scan of an original is accepted as original for the purpose of the reimbursement of incidental expenditure. However, the original supporting documents must be kept for possible verifications.

The incidental expenditure is limited to the following 3 categories:

- (1) travel costs (see section 16);
- (2) per diems (see section 12);
- (3) other reimbursable costs identified in the specific contract.

The provision for incidental expenditure is fixed by the Specific Contracting Authority. In the Specific Terms of Reference, it is essential to be as precise and detailed as possible with regard to services requested under the provision for incidental expenditure. The provision of incidental expenditure **must be included unchanged** in the budget breakdown by the contractor.

Neither the Request for Specific Contract nor the related Specific Contract may contain **any unidentified expense** such as a “Contingency” or a “Reserve”.

Other reimbursable costs identified in the request for specific contract may cover services such as interpretation or translation services, or other items such as rental of (equipped) training facilities, documentation, organisation of conferences, seminars, workshops directly linked and complementary to the services provided in the specific contract. These services may in no case constitute the main subject of the specific contract and their cost compared to the amount of the contract must be negligible.

When, in high-risk context countries the inclusion of **specific security measures** (for example additional insurance) is required, the Specific Contracting Authority will establish a provision to cover these costs. This provision has to be included unchanged in the financial offer/tender. In case of a Global price this provision will be exceptionally subject to reimbursement at actual costs when incurred by the contractor in accordance with the requirements of the Terms of Reference of the contract.

No supplies (e.g., equipment and material) may be purchased. The Specific terms of reference may, however, allow the purchase of documents (e.g., reports, maps or statistical information, physical supports for documents), consumables (e.g., chemicals for environmental tests) or other items strictly necessary for the experts to perform the assignment under the specific contract. No Information Technology or similar equipment (e.g., laptops, cameras, projectors) may be purchased under a Specific Contract including to equip training facilities even when the main objective of the assignment is the training.

15 Budget calculation for Request for Specific Contract.

The Specific Contract Manager, in the Request for Specific Contract, must indicate a maximum budget. The financial offers/tenders above the maximum budget are rejected.

In order to assist the Specific Contract Manager in estimating the maximum budget, for fee-based contracts a budget simulator is available in OPSYS. Budget simulation for Global price contracts has to be done manually **outside OPSYS**. In both cases, the simulation is for internal use and is based on the average of the maximum fees for a given category. This tool is an internal instrument to guide the contract manager. The budget simulation must not be sent to nor shared with the contractors.

16 Travel costs

There are 3 main categories of travel costs:

1) International travel (mobilisation and demobilisation)

Travel to and from the main place of performance from the expert's place of residence. This cost is **not included in the Global fees** and must be added under the incidentals for fee-based contracts and considered under other costs for Global price contracts.

2) Inter-city journeys both local and international

Travel in case the assignment foresees missions. This is the travel from the main place of performance or the home-based location to the mission location. This cost is **not included in the global fees** and shall be budgeted under incidentals for fee-based contracts and considered under other costs for Global price contracts. If the travel takes place from the home-based location, the home-based location (city/town) has to be indicated in the specific tender by the contractor.

3) Intra-city transportation

Travel in a city using taxi, rental cars or public transport.

- **included** in the global fee "*on the place of performance*";
- **not included** in the global fee "*home-based*" but **covered by the per diems in case of missions**

As a general rule, travel must be by public transport. Travel arrangements shall take into account optimum cost efficiency and shall use the most appropriate means to meet the needs of the travel.

Air travel is reimbursed up to economy class. The cost of **rail travel** is reimbursed on the basis of the first-class rail fare for the shortest route either by distance or in terms of time. A train journey is considered long distance if journey by rail is at least 400 kilometres.

In case there is no public transport, a car may be hired following prior authorisation.

Travel time undertaken by the expert **for mobilisation and demobilisation** as well as **for leave** purposes shall not be considered as working day.

Travel time (by the most direct route) undertaken by the expert **for missions** defined in the Specific Terms of Reference from the "*delivery mode location*" (i.e., place of performance or home-based) to the location where the mission will take place may be included in the working time as recorded in the time sheets.

17 Financial Guarantee

When the pre-financing **requested** is:

- **Up to EUR 300 000:**

A pre-financing guarantee may be requested on a case-by-case basis if it is justified by a risk assessment documented internally. The assessment will take into account in particular (i) the contract value and duration, (ii) the schedule of deliverables and the payment modalities, (iii) BUDGpedia list of debtors, (iv) the history of (problem free) collaboration with the entity.

Due to the nature of the Specific Contracts under a framework contract this assessment should be proportionate and be performed only in case of serious risk if the authorising officer deems necessary to protect the EU financial interests.

- **Above EUR 300 000:**

A pre-financing guarantee is mandatory.

The Specific Contracting Authority cannot, on its own initiative, lower the minimum percentage of pre-financing foreseen in the General Conditions: 20% for Fee-based contracts and 40% for Global price contracts.

The contractor may always request a lower percentage of pre-financing than the one foreseen in the General Conditions.

The financial guarantee can be issued by the financial institution of the Leader or of any Member of the Consortium.

18 Reports and Deliverables

Contractual Reports/deliverables are defined in the specific Terms of Reference and are set in OPSYS in the Request for Specific Contract.

The only reports linked to payments are **the interim progress report** and the **final progress report**.

Each Specific Contract may require multiple Reports/deliverables, each defined by type, description of content, language, submission timing or deadline.

The contractor uploads and submits the required contractual reports/deliverables following the due date defined in OPSYS. The uploaded reports/deliverables can then be commented and validated (or a revision requested) by the Specific Contracting Authority. The contractor must also ensure a quality control of the required reports/deliverables, before submitting them (see section 9.1).

The approval of a report/deliverable can be done by the Specific Contracting Authority from the reception of the deliverable even before the report/deliverable submission deadline. The Specific Contracting Authority can still approve a report/deliverable submitted after its submission deadline.

19 Changes in Terminology

Some terminology has been adapted mostly to comply with corporate terminology:

OLD	NEW
Request for Services	Request for Specific Contract
Technical offer	Technical tender
Financial offer	Financial tender
Place of posting	Place of performance
Offer	Tender (in order to facilitate indicated both terms offer/tender in the Guidelines)