



EUROPEAN COMMISSION
DIRECTORATE-GENERAL FOR TRADE

Directorate C –Africa, Caribbean and Pacific, Asia (II), Trade and Sustainable Development, Green Deal
The Director

European Commission

Call for tenders TRADE/2022/OP/0008

**Trade Sustainability Impact Assessment (SIA) in support
of Free Trade Agreement (FTA) and Investment
Protection Agreement (IPA) negotiations between the
European Union and the Republic of India**

Open procedure

TENDER SPECIFICATIONS

TABLE OF CONTENTS

1.	SCOPE AND DESCRIPTION OF THE PROCUREMENT	4
1.1.	Contracting authority: who is the buyer?`	4
1.2.	Subject: what is this call for tenders about?	4
1.3.	Lots: is this call for tenders divided into lots?	4
1.4.	Description: what do we want to buy through this call for tenders?.....	4
1.5.	Place of performance: where will the contract be performed?.....	28
1.6.	Nature of the contract: how will the contract be implemented?	29
1.7.	Volume and value of the contract: how much do we plan to buy?	29
1.8.	Duration of the contract: how long do we plan to use the contract?	29
1.9.	Electronic exchange system: can exchanges under the contract be automated?	29
2.	GENERAL INFORMATION ON TENDERING.....	30
2.1.	Legal basis: what are the rules?.....	30
2.2.	Rules on access to procurement: who may submit a tender?	30
2.3.	Registration in the Participant Register: why register?	31
2.4.	Ways to submit a tender: how can economic operators organise themselves to submit a tender?	31
3.	EVALUATION AND AWARD	35
3.1.	Exclusion criteria.....	35
3.2.	Selection criteria.....	36
3.3.	Compliance with the minimum requirements specified in the procurement documents.....	41
3.4.	Award criteria.....	41
3.5.	Award (ranking of tenders)	42
4.	FORM AND CONTENT OF THE TENDER	44
4.1.	Form of the tender: how to submit the tender?	44
4.2.	Content of the tender: what documents to submit with the tender?	44

4.3. Signature policy: how can documents be signed?.....	45
4.4. Confidentiality of tenders: what information and under what conditions can be disclosed?	45
APPENDIX: LIST OF REFERENCES	47
ANNEXES	48
Annex 1. List of documents to be submitted with the tender or during the procedure	49
Annex 2. Declaration on Honour on exclusion and selection criteria (version May 2021).....	53
Annex 3. Power of attorney.....	63
Annex 4. List of identified subcontractors	65
Annex 5.1. Commitment letter by an identified subcontractor	66
Annex 5.2. Commitment letter by an entity on whose capacities is being relied	67
Annex 6. Financial offer form.....	68

1. SCOPE AND DESCRIPTION OF THE PROCUREMENT

1.1. Contracting authority: who is the buyer?

This call for tenders is launched and managed by the European Commission, Directorate-General for Trade, referred to as the *Contracting authority* for the purposes of this call for tenders.

1.2. Subject: what is this call for tenders about?

The subject of this call for tenders is Trade Sustainability Impact Assessment (SIA) in support of Free Trade Agreement (FTA) and Investment Protection Agreement (IPA) negotiations between the European Union and the Republic of India.

1.3. Lots: is this call for tenders divided into lots?

This call for tenders is not divided into lots.

1.4. Description: what do we want to buy through this call for tenders?

The services that are the subject of this call for tenders, including any minimum requirements, are described in detail below.

Variants (alternatives to the model solution described in the tender specifications) are not allowed. The *Contracting authority* will disregard any variants described in a tender.

1.4.1. Background and objectives

1.4.1.1 Background on EU – India relations

India is a strategic partner of the EU and a key partner in the Indo-Pacific region. The Strategic Partnership gradually gained more strength and dynamism in the past 2 years. The 2020 Summit, 2021 Leaders' Meeting landmark event as well as April 2022 visit of Commission's President Von der Leyen to India testify further to EU-India close relations. The large bilateral portfolio, captured in the "Roadmap to 2025" (agreed at the 2020 Summit) continues to expand, focusing mainly on cooperation on trade, climate change, energy, digital transformation, connectivity and security (as confirmed during 2021 Leaders' Meeting).

India is one of the world's fastest growing economies with a pre-Covid annual growth rate of 7% on average. India is an emerging power with enormous economic and geopolitical potential, with a rapidly growing population (in 2023, will surpass China as the most populous country in the world) and huge development needs, which offers tremendous potential to EU businesses. Yet this potential remains largely untapped as India accounts for only 2.1% of EU total trade and only ranks 10th amongst the EU trading partners.

This situation is linked to a continued protectionist tendency in India, including under the recent 'Make in India' and 'Self-reliant India' initiatives, which translates into:

- prohibitive imports duties;
- sanitary and phyto-sanitary restrictions;

- a growing number of technical barriers to trade, notably related to domestic standards that deviate from international ones; and
- restricted access to government procurement, notably in relation to local content requirements.

As a result, EU companies are facing a growing number of trade irritants in India. The cancellation by India in 2016 of virtually all its bilateral investment protection treaties with Member States created additional uncertainty for EU investors.

Negotiations for a free trade agreement between the EU and India were launched in 2007, but were suspended in 2013 due to a gap in ambition. Nonetheless, the two sides kept in close contact in recent years to explore the possibility of resuming negotiations.

On 8 May 2021, the EU and Indian Leaders agreed to resume negotiations for a “*balanced, ambitious, comprehensive and mutually beneficial*” trade agreement, and to initiate separate negotiations on an investment protection agreement and another agreement on geographical indications (GIs). They also agreed to find “*solutions to long-standing market access issues*”.

On 17 June 2022, Executive Vice-President Dombrovskis and Indian Commerce Minister Goyal formally relaunched trade negotiations and launched separate negotiations for an investment protection agreement and an agreement on GIs. The first EU-India formal round of negotiations took place between 27 June and 1 July 2022 in New Delhi, and is to be followed by two additional rounds tentatively scheduled for September and December 2022. So far, the EU and India have been conducting their trade and economic relations under the EU-India Trade Sub-Commission (established under the 1994 Cooperation Agreement between the EU and India) and its specialised technical working groups and dialogues, as well as, more recently, the High-Level Dialogue on Trade and Investment established in 2021.

The EU is India's third largest trading partner, accounting for 88 billion EUR worth of trade in goods in 2021 or 10.8% of total Indian trade, after the USA (11.6%) and China (11.4%). The EU is the second-largest destination for Indian exports (14.9% of the total) after the USA (18.1%), while China only ranks fourth (5.8%). India is the EU's 10th largest trading partner, accounting for 2.1% of EU total trade in goods in 2021, well behind China (16.2%), the USA (14.7%) or the UK (10%). Trade in goods between the EU and India increased by about 30% in the last decade.

In terms of EU goods imports from India, manufactures are by far the most important product group (84.2%), followed from afar by primary products (15.3%). Manufactured goods classified chiefly by material, machinery and transport equipment, chemicals and related products and miscellaneous manufactured articles are the main import products (85.8%). The EU's main exports to India are similar product categories - machinery and transport equipment, manufactured goods classified chiefly by material, chemicals and related products and miscellaneous manufactured articles.

Trade in services between the EU and India reached 30.4 billion EUR in 2020, with a negative balance of 4.2 billion EUR for the EU.

The EU's volume in foreign investment stock in India reached 87.3 billion EUR in 2020, up from 63.7 billion EUR in 2017, making the EU a leading foreign investor in India. This is significant but way below EU foreign investment stocks in China (201.2 billion EUR) or

Brazil (263.4 billion EUR). Some 6,000 European companies are present in India, providing directly 1.7 million jobs and indirectly 5 million jobs in a broad range of sectors.

Despite India's long-standing self-reliance vision ("Atmanirbhar Bharat"), there is recently a new approach of the government favouring free trade agreements, essentially with developed countries - interim free trade agreements were recently signed with the United Arab Emirates and Australia, and similar agreements are being negotiated with the UK, Canada and Israel.

India sees the EU as an important strategic partner in the Indo-Pacific and also a partner well placed to help in a sustainable modernization of its economy. At the same time, the EU sees India as a relevant partner in the aftermath of the Russian invasion of Ukraine, the need to engage more with India being unanimously recognized at the level of all EU institutions.

On human rights, there is a local Human Rights Dialogue which was resumed in April 2021 after 8 years. There are elements of concern in this area. Many organisations are facing acute difficulties to operate since the adoption in 2020 of legal changes to the rules governing foreign funding of Civil Society Organisations (CSOs). Foreign donors' funding to CSOs became extremely difficult. There are also issues of concern related to the intercommunal violence, freedom of belief and religion etc.

1.4.1.2 Background on Sustainability Impact Assessments

A Sustainability Impact Assessment (SIA) is a trade-specific tool developed for supporting major trade and investment negotiations conducted under the aegis of the EU Commissioner for Trade. SIAs are a key tool for the conduct of sound, evidence-based and transparent trade and investment negotiations. They were first developed by the European Commission's Directorate-General for Trade (DG Trade) in 1999 for the World Trade Organization Doha Development Agenda (DDA) negotiations.

SIAs are independent ex-ante assessments carried out by external consultants alongside major trade negotiations. They feed into and steer the negotiations, assessing the changes that are likely to be caused by the trade and investment agreements, helping to identify possible trade-offs, and ensuring that the related policy choices are optimized.

SIAs consist of two equally important and complementary components:

- (i) a robust analysis of the potential economic, social, environmental and human rights impacts that the trade agreement under negotiation could have, in the EU, in the partner country and in other relevant countries. The analysis should pursue a tailored approach in view of contributing to identifying country-specific sustainability priorities and to providing detailed analyses of impacts early on, in line with the objectives set out in the Commission's communications "*The power of trade partnerships: together for green and just economic growth*". It should also ensure a comprehensive assessment of all relevant chapters of the agreements (including, but not limited to, Trade in Goods, Trade in Services, Energy and Raw Materials, Public Procurement, SFS), with the aim of identifying which provisions and commitments are most likely to have an impact on sustainability issues as well as where the agreements open opportunities for achieving sustainability objectives beyond the trade and sustainable (TSD) chapter.

- (ii) a continuous and wide-ranging consultation process which ensures a high degree of transparency and the engagement of all relevant stakeholders, including civil society, in the conduct of the SIA inside and outside the EU.

SIAs are:

- Integrated. SIAs are based on a comprehensive approach which looks at both benefits and costs; and cover economic, social, human rights and environmental considerations all in a single document.
- Independent. SIAs are carried out by external consultants in a neutral and unbiased manner, under strict rules on the absence of conflicts of interest.
- Evidence-based. SIAs should be based on the best available research, information and data presented in a transparent manner.
- Transparent. SIAs contribute to the transparency of the analysis and of the ongoing trade negotiations by providing stakeholders with comprehensive information on the possible impacts of the agreement.
- Participatory. SIAs work as a platform for systematic dialogue between stakeholders and trade negotiators, through in-depth consultation in which all stakeholders are given an opportunity to participate.
- Proportionate. The scope and the depth of SIAs should be calibrated to the importance and the type of trade measures being negotiated, as well as to the magnitude of the expected impacts.

Once the SIA is finalised, the Commission services set out their views on the consultants' findings and recommendations by means of a position paper. The position paper explains how the SIA has and will contribute to the negotiations; it highlights the Commission services' views on the impacts identified in the SIA and on the measures proposed by the consultants, and explains how the SIA findings have or will be used.

Please refer to the DG Trade website for more information on conducted and ongoing SIAs: <http://ec.europa.eu/trade/analysis/sustainability-impact-assessments/assessments/>

Relevant guidance for carrying out this SIA includes:

- The *Handbook for trade sustainability impact assessment* (2nd edition)¹;
- The *Better Regulation package*, notably the guidelines² and the accompanying toolbox³;
- The *Guidelines on the analysis of human rights impacts in impact assessments for trade-related policy initiatives*⁴.

¹ SIA Handbook 2nd edition: http://trade.ec.europa.eu/doclib/docs/2016/april/tradoc_154464.PDF

² Better Regulation Guidelines: http://ec.europa.eu/smart-regulation/guidelines/toc_guide_en.htm

³ Better Regulation Toolbox: http://ec.europa.eu/smart-regulation/guidelines/toc_tool_en.htm

⁴ Human rights guidelines for trade: http://trade.ec.europa.eu/doclib/docs/2015/july/tradoc_153591.pdf

- The *Methodology for assessing the impacts of trade agreements on biodiversity and ecosystems*⁵.

1.4.1.3 Objectives of the Sustainability Impact Assessment

The project foresees the carrying out of a SIA in support of negotiations on both the Free Trade Agreement (FTA) and Investment Protection Agreement (IPA) between the European Union and India (henceforth referred to as “the agreements”⁶). The SIA shall be carried out during the negotiations and completed before or in any case not later than the end of the negotiations so that its results can inform the negotiations and decision-making process. In this light, the SIA shall be completed **within 10 months** from signature of the specific contract.

The SIA should provide the Commission with a more in-depth analysis of the potential economic, social⁷, environmental and human rights impacts of the trade and investment protection agreements under negotiation⁸; and should facilitate a wider outreach to stakeholders in the EU and India.

The SIA shall assess how the trade and trade-related provisions under negotiation could affect economic, social, environmental and human rights issues in the EU and in India, as well as in other relevant countries, notably developing and least developed countries (LDCs). Furthermore, it shall make recommendations to maximise the expected benefits of the agreements, including on sustainability, in line with the EU’s new approach to trade and sustainability and prevent or minimise potential negative impacts.

This assessment is necessary to enable the EU to pursue an approach which brings the greatest overall sustainability and welfare gains, thereby helping the EU meet its objectives of creating economic growth, enhancing social inclusion and promoting sustainable development throughout the world. Assessing the possible economic, social, environmental and human rights impacts of the agreements also contributes to the design and implementation of the right monitoring and evaluation frameworks as well accompanying policies.

⁵ Methodology for assessing the impacts of trade agreements on biodiversity and ecosystems
<https://ec.europa.eu/environment/publications/methodology-assessing-impacts-trade-agreements-biodiversity-and-ecosystems>

⁶ Unless indicated differently, the term “negotiations” will refer to the negotiations for both the FTA and the IPA.

⁷ Including labour rights

⁸ In view of the lapse of time since the 2009 study and the absence of a human rights impact assessment in that study, the present study should be a stand-alone SIA as described in the Trade Evaluation Manual (Oct 2021).

1.4.2. Detailed characteristics of the purchase – SIA tasks:

1.4.2.1 Strategic objectives pursued under the trade sustainability impact assessment (SIA)

The SIA should provide a clear picture of the agreements' possible contributions towards the EU's strategic objectives, in order to respond to the EU's desired level of ambition and minimum requirements. These should be set out, in relation to (e.g.):

- defending and promoting the place and influence of the EU in India, including in terms of market shares and how they compare to the market shares captured by India's other key partners such as China, Japan, US, UK, and Russia;
- ensuring greater security in the EU's global supply chains through enhanced diversification of supply;
- providing alternative outlets and sources of supply for EU operators (alternatives to Russia and others);
- promoting the EU as a strategic partner for India in the Indo-Pacific;
- promoting the EU's new approach to trade and sustainability, and advancing the EU's climate and environmental agenda, by focussing on clean tech, renewable energy and green products, services and technologies, and the market access obstacles encountered.

One section should be devoted specifically to these issues. In its offer, the contractor should detail how it intends to tackle these issues.

1.4.2.2 Overall analysis of the sustainability impact arising from the negotiations on the free trade and investment protection agreements between the European Union and India

The purpose of the SIA is to provide for a deep and comprehensive assessment of the potential economic, social, environmental and human rights effects of the anticipated trade and investment protection agreements between the EU and India. The SIA analysis shall cover impacts in the EU and India and third countries where relevant, particularly developing and least developed countries (LDCs), notably in the Asia-Pacific region as well as Turkey, which is linked to the EU by a customs union agreement.

Quantitative analyses shall be complemented by a detailed qualitative analysis. Qualitative analysis is of particular importance in an SIA. It should be rigorous, thorough and rely on available evidence and on illustrative examples such as case studies. In its offer, the Contractor should provide outlines of two case studies to be included in the SIA, as indicated in section 2(2).

A number of key sustainability issues to be analysed in the SIA are **cross-cutting** and should therefore be mainstreamed in the analysis. Nevertheless, the analysis of the identified impacts for these key issues should be summarized in a specific subsection of the report. Those issues are:

a. Cross-cutting issues

Least developed countries (LDCs)

In line with the European Commission's "Trade for all" communication, each SIA shall analyse in-depth the impact which each agreement may have on LDCs, and shall propose flanking measures if necessary to ensure the agreements contribute to sustainable growth and job creation and minimize any negative impact on LDCs. The analysis of impacts on LDCs shall be streamlined both in the overall analysis as well as in the sectoral analysis.

EU's Outermost regions

In line with the European Commission's new strategy towards the outermost regions (ORs) as announced in Commission Communication (COM (2022) 198), each SIA shall analyse the impact which the agreements may have on the ORs, paying particular attention to their sensitive products.

Small and Medium Enterprises (SMEs)

Due to their size and limited resources, SMEs are arguably more affected by regulatory costs than their larger competitors. The SIA shall assess the impact of the agreements on SMEs (the 'SME test'), reflecting the 'think small first' principle in each analytical step to the extent data allows.

Consumers

The Contractor shall assess the likely effect of the agreement on consumers, on their rights and protection including impacts on consumer prices, quality, availability, choice and safety of goods and services, consumer information, knowledge and trust. In doing so, the Contractor shall make use of the relevant Commission guidance⁹. The analysis shall be conducted by providing, where relevant, a breakdown by broad product/service categories, also with the aim of estimating the overall impact of the agreements on different consumers' profiles. Indicators and other tools for measuring and/or quantifying consumer impacts shall be suggested, where possible, and explained.

Corporate Social Responsibility/Responsible business conduct

The Contractor shall also assess how the agreements could contribute to the uptake of internationally agreed principles and guidelines on corporate social responsibility (CSR) and on responsible business conduct (RBC) such as: the Organization for Economic Co-operation

⁹ 'Better regulation' tool #28: impacts on consumers (http://ec.europa.eu/smart-regulation/guidelines/tool_28_en.htm)

and Development (OECD) *Guidelines for Multinational Enterprises*¹⁰, the UN's *Global Compact*¹¹ and its *Guiding Principles on Business and Human Rights*¹², as well as the ILO *Tripartite Declaration of Principles concerning Multinational Enterprises and Social Policy*¹³.

Informal sector

Throughout the SIA, the Contractor shall take account of the potential impact of the FTA on the informal sector.

b. Economic analysis

(b.1) Modelling

The economic analysis should be based on the Computable General Equilibrium (CGE) modelling for trade in goods and services, including tariff and non-tariff barriers for the different scenarios, the results of which will be provided to the Contractor by the Commission.

The Contractor should not re-perform the CGE modelling, nor expect the Commission to produce additional modelling results. The modelling results provided by the Commission shall feed into the analysis to be carried out by the Contractor.

It is essential that the team proposed by the Contractor for the assignment possess the technical capability to understand and interpret the results of CGE modelling in the trade area, and have experience of such modelling exercises.

To the extent possible, the Contractor should also extract from the use of such economic modelling results in the field of investment protection, supplemented by additional quantitative and qualitative analysis as necessary.

(b.2) Additional economic analysis

The Contractor shall review existing studies on EU trade relations with India, or comparable bilateral relations (taking into account studies focusing on specific sectors and partial

¹⁰ OECD guidelines for multinational enterprises: <http://www.oecd.org/corporate/mne>

¹¹ The United Nations global compact: www.unglobalcompact.org

¹² The United Nations guiding principles on business and human rights:
http://www.ohchr.org/Documents/Publications/GuidingPrinciplesBusinessHR_EN.pdf

¹³ The ILO Tripartite Declaration of Principles concerning Multinational Enterprises and Social Policy:
http://www.ilo.org/wcmsp5/groups/public/---ed_emp/---emp_ent/---multi/documents/publication/wcms_094386.pdf

analyses), summarize their results, provide information on methods and data used and compare their outcome.

Based on existing sources, the Contractor shall identify, describe and analyse the tariff and non-tariff obstacles affecting trade relations between the EU and India, trade in goods and market access, national treatment and regulatory limitations for services and investment/establishment as well as the impact in FDI flows. Sectors to which particular attention should be paid include: steel, aluminium, glass and ceramics, textiles and footwear, cars and cars parts.

While India has many high tariffs, the analysis should pay particular attention also to Non-Tariff Barriers (NTB), including India's tendency to issue so-called Quality Control Orders. Non-tariff barriers identification shall be undertaken in close consultation with the relevant Commission services.

The quantification of the impact of removing tariff and non-tariff barriers to trade in goods and services between the EU and India, shall be complemented by an in-depth qualitative analysis of the costs and benefits of removing barriers, based on input from sectoral experts on the ground, existing studies, and business surveys on doing business between the EU and each partner country. The qualitative analysis should include relevant case studies which will illustrate the impact of the agreements.

Based on the results of the CGE modelling, the SIA shall assess the wider economic impact with quantification of possible effects of the FTA on output, trade flows, prices, fiscal revenues (including revenues foregone), income and welfare, and impact on value chain integration. The impact of the FTA shall be presented as changes compared to the baseline. Attention shall be paid to expected impacts on competitiveness of the EU economy and EU SMEs.

With regard to investment/establishment, it shall be assessed to what extent the investment conditions applicable to EU investors in India match those applicable to Indian investors in the territory of the EU.

The Contractor shall evaluate, to the extent possible and using the most appropriate methodology, the potential for increased foreign direct investment and international public procurement between the EU and India. The proposed research method for these ex-ante analyses should be well established in recent policy-relevant research, and it will have to be presented to and approved by the Commission.

The Contractor shall further evaluate the capacity of the Indian customs authorities to properly apply, implement and administer the preferential rules of origin applied in trade in goods with the EU, notably on verifications of origin on request of the EU. Such assessment will be based on the existing experience of India in applying the EU's GSP rules of origin, including the system of registering the Indian exporters under the REX, subsequent verification of origin and administrative cooperation with the EU Member States' customs authorities, in consultation with the relevant Commission services. The Contractor should

assess the appreciation of Indian exporters of the REX system and whether this system is considered trade facilitating compared to previous proofs of origin systems (e.g. government certificates).

(c) Social analysis

The Contractor shall carry out a detailed qualitative and quantitative analysis of different types of potential social, including labour rights impacts, both direct and indirect, of the agreements. In addition, as part of the overall assessment of social impacts, the Contractor shall review potential impacts in the area of social policies such as education and public health.

The analyses shall also assess the potential impacts on employment (overall job creation or losses, job creation or losses for specific sectors that are significant for the economy, professions or skill levels), on working conditions as well as distributional impacts and welfare effects (poverty income inequalities, disposable income, vulnerable consumer groups), both overall and in the specific sectors selected for more detailed analysis [section 2(2)], including through potentially induced restructuring of certain sectors, and cover the respect of labour rights in Special Economic Zones (SEZ). Examined working conditions should include, but not be limited to wage levels, duration and type of labour contracts, working time and periods of rest occupational safety and health at work, provision of training, social dialogue (see ILO Manual on Decent Work Indicators).

Furthermore, the interaction between the agreements and the effective implementation of the international Core Labour Standards¹⁴ (CLS) set out in the 1998 Declaration on Fundamental Principles and Rights at Work, as amended in 2022, and in the Fundamental Conventions of the International Labour Organization (ILO), both ratified and non-ratified, including two recent Conventions relating to occupational safety and health upgraded in June 2022 to fundamental ones (Occupational Safety and Health Convention - No. 155 and the Promotional Framework for Occupational Safety and Health Convention - No. 187) as well as the realization of the other strategic objectives of the ILO Decent Work Agenda (job creation, social protection and social dialogue) shall be investigated. Other conventions from the ILO and other UN bodies should also be taken into consideration, where relevant, in particular, the Governance (Priority) Conventions of the International Labour Organization.

¹⁴ There are five categories of Fundamental Principles and Rights at Work:

- freedom of association and the effective recognition of the right to collective bargaining;
- the elimination of all forms of forced or compulsory labour;
- the effective abolition of child labour;
- the elimination of discrimination in respect of employment and occupation,
- occupational safety and health (added by the ILO in June 2022).

Indicators and other tools for measuring and quantifying social development (including reference to decent work indicators such as those proposed in the above-mentioned ILO manual, ILO sources such as the reports of the ILO monitoring bodies, and information on labour standards) shall be suggested, where possible, and explained.

The quantitative analyses shall be complemented by detailed qualitative analyses, and should include the impact on women and vulnerable groups (e.g. low income, children, youth, people with disabilities, ethnic minorities, indigenous peoples, unskilled workers, and older or less educated consumers). The qualitative analyses should include relevant case studies which will illustrate the social impact of each agreement.

Trade liberalisation through the agreements may affect women and men differently; and therefore particular attention shall also be paid to presenting expected effects that the agreements under negotiation could have on gender equality when analysing economic, social and human rights impacts¹⁵. Each report should include a separate sub-section devoted to this analysis. Where possible, the analysis shall be based on gender-differentiated data.

The analysis shall also rely on thorough stakeholder consultations representing all relevant bodies, including consultations of employers' and workers' organisations (social partners) – see point 3. The results will be summarised in a specific section of the executive summaries.

(d) Environmental analysis

The Contractor shall carry out a detailed qualitative and quantitative analysis of potential environmental impacts, both direct and indirect, of the future agreements. The focus of the analysis should be on climate and biodiversity impacts.

The Contractor shall, in particular, take into account the potential interaction between the agreements and relevant multilateral environmental agreements (MEAs), including notably the Paris Agreement on Climate Change, the new Global Biodiversity Framework to be adopted in CBD COP15 (December 2022), and other relevant MEAs, as well as multilateral efforts to end pollution, restore ecosystems and foster a transition towards Resource Efficiency and Circular Economy, especially in the Indian context of the Industrial Transition and a surge of the manufacturing sector, as well as assess the impacts on the environmental areas covered by the MEAs. The Contractor shall identify and analyse recent developments in environment, climate and energy policies in India and in the EU as part of the overall analysis.

¹⁵ Following documents can provide guidance in this regard: (1) European Institute for Gender Equality (EIGE) manual for gender impact assessment: <http://eige.europa.eu/gender-mainstreaming/methods-tools/gender-impact> and (2) UNCTAD trade and gender toolbox: <http://unctad.org/en/PublicationsLibrary/ditc2017dUen.pdf>

The Contractor shall, where appropriate, break down the impact of the agreements so as to identify scale, structural, technology and product effects. Scale effects refer to environmental impacts resulting from trade-induced economic growth (e.g. increased resources for environmental protection, impacts on biodiversity); structural effects refer to changes in production or consumption patterns at the microeconomic level (e.g. changes in cost of raw materials or cost of labour); technology effects are those impacting the processes or production methods used in product supply (e.g. potential for facilitated access to environmental technologies and other innovative products aiming at greening the economy); product effects refer to the changes in the use of specific goods and services following liberalization.

The analysis shall cover at least the emissions of the most energy-intensive sectors, including transport, and of primary energy producing sectors. The resulting potential domestic environmental impacts and global climate change impacts shall be expressed in units of welfare (if feasible) as well as in million tonnes of GHG emissions (CO₂ equivalent).

The analysis shall also include, to the extent feasible, possible impacts of the future agreements on air quality, greenhouse gas emissions, water quality and resources, land use, soil quality, waste prevention and waste management, marine litter, biodiversity, ecosystems services and protected areas, notably through urbanisation, mining and agriculture. The SIAs shall also identify how the agreements under negotiation could contribute to greening the economy and to resource efficiency objectives, notably through the promotion of sustainable production and consumption.

With regard to India, specific attention shall be paid to the possible impacts of the trade agreement on the agricultural sector, notably with regard to sustainable food systems, increasing CO₂ emissions, on water and on possible threats to biodiversity and ecosystems due to the related issues of deforestation and change in land use, wetland management, water pollution, the inefficient use of nitrogen fertilisers and pesticides. Specific attention should also be paid to the extent to which liberalisation could support or compromise innovation and transfer of technologies meant to make sustainable life styles, production and consumption patterns more attractive, competitive and affordable to poorer Indian customers, specifically in the fast emerging urban middle class, whose economic, cultural and environmental footprints are surging in equal proportions.

Indicators for assessing these impacts shall be suggested and explained in their value for the overall environmental analysis.

The quantitative analysis shall be complemented by a detailed qualitative analysis and include relevant case studies which will illuminate the environmental impact of the agreements.

The analysis shall also rely on thorough stakeholder consultations; including consultations of environmental interest groups (see point 3). The results will be summarized in a specific section of the executive summary.

When analysing the impact of the implementation of the agreements on biodiversity, the contractor shall closely follow the “Methodology for assessing the impacts of trade agreements on biodiversity and ecosystems” published by the Commission¹⁶.

(e) Human rights

The Contractor shall analyse the potential impacts of the agreements on human rights, as set out in the *Charter of Fundamental Rights of the European Union* and in the core UN treaties and conventions, and the European Convention on Human Rights and other regional human rights conventions¹⁷ as well as, where relevant, customary international law. To that end, the Contractor shall use the guidance on the analysis of human rights impacts in impact assessments as developed by Commission services, in particular the *Guidelines on the analysis of human rights impacts in impact assessments for trade-related policy initiatives*¹⁸ as well as other relevant Commission guidance¹⁹. The Contractor shall in particular:

- Identify the specific human rights most likely to be affected by particular measures included in the agreements under negotiation;
- Analyse the extent to which the particular measures foreseen in the agreements may enhance or impair the enjoyment of the relevant rights and/or may strengthen or weaken the ability of the EU and India to fulfil or progressively realize their human rights obligations²⁰ ;
- Identify individuals or specific groups of people that are likely to be specifically affected by those impacts.

In doing so, attention shall be given to the pre-existing legal situation in the EU and India (e.g. in terms of the human rights arising either from the human rights treaties by which the EU and India have consented to be bound – taking into account any reservations expressed – or from constitutional or other domestic law); pre-existing conditions of stress or vulnerability shall be highlighted, including in relation to particular vulnerable groups.

¹⁶ Methodology for assessing the impacts of trade agreements on biodiversity and ecosystems https://ec.europa.eu/environment/publications/methodology-assessing-impacts-trade-agreements-biodiversity-and-ecosystems_fr

¹⁷ The list can be found in the SIA Handbook 2nd edition: http://trade.ec.europa.eu/doclib/docs/2016/april/tradoc_154464.PDF

¹⁸ Human rights guidelines for trade: http://trade.ec.europa.eu/doclib/docs/2015/july/tradoc_153591.pdf

¹⁹ ‘Better Regulation’ tool #24: fundamental rights & human rights (http://ec.europa.eu/smart-regulation/guidelines/tool_24_en.htm)

²⁰ The Contractor may refer in particular to *Human Rights Indicators: A Guide to Measurement and Implementation* (OCHCR, 2012)

Particular attention shall also be given to rights of indigenous people and rights to property including land tenure.

The analysis shall combine both quantitative and qualitative approaches. Figures generated by the economic modelling shall be used, as well as qualitative analyses complemented by relevant and illuminating case studies. To the extent possible, available quantitative information on affected individuals and/or groups of people or actors in relevant sectors shall be presented.

In its work, the Contractor can use as sources the reports and recommendations of the European Union Agency for Fundamental Rights and of the Council of Europe; or refer to international work in this area, such as the output of UN human rights treaty bodies, the universal periodic review (UPR), or the work of the special rapporteurs on the various countries and/or themes.

Stakeholder consultations are a particularly important source of information. They shall ensure in each country inclusive participation with a view to contributing to the identification of potential impacts as well as of individuals or groups of people likely to be affected. Consultants are given a wide mandate to conduct consultations with all relevant stakeholders including women and vulnerable groups (e.g. low income, children, people with disabilities, ethnic minorities, indigenous peoples and unskilled workers) in the EU and in India. However given their potential cost and labour-intensity to cover a country the size of India these consultations should be covered only by virtual means (online questionnaires, online submissions, outreach only via virtual means).

1.4.2.3 Case studies on the sustainability impact arising from the negotiations on the free trade and investment protection agreements between the European Union and India

The Contractor will be requested to carry out two to three case studies to demonstrate the sustainability impact arising from the negotiations on the free trade and investment protection agreements.

An illustrative suggestion for two studies is set out below:

- the potential contribution of the agreement towards India's respect for the principles and rights set out in the ILO Declaration on Fundamental Principles and Rights at Work, including India's effective implementation of the ILO fundamental conventions ratified and where relevant, progress towards ratification of the outstanding fundamental ILO conventions;
- the impact of the agreement on the transition to a low carbon, climate neutral and resource efficient economy, including on fighting climate change and the EU and India's existing production of, and trade and foreign investment in, goods and services contributing to these objectives (e.g. renewables, energy efficiency).

The tender should include a justification on the proposed case studies and include outlines on how the Contractor intends to carry out the proposed case studies.

The precise topic and scope of the case studies will be finalised in the kick-off meeting with the selected Contractor.

1.4.2.4 Consultation process

The Contractor is requested to complement its quantitative and qualitative analysis with representative inputs from stakeholders. While areas requiring a thorough consultation of stakeholders have been highlighted above, this requirement applies to the entire SIA.

Consultations are key to ensuring the transparency, quality, credibility and legitimacy of the SIA by providing a dynamic and robust framework for interaction and dialogue with all relevant stakeholders.

By directly involving those affected or interested in the trade and investment measures under negotiation, the SIA consultation shall provide additional and constructive perspectives on the potential sustainability consequences of the envisaged agreements.

Targeted consultation with a representative sample of sectoral stakeholders (through e.g. online interviews) can provide a useful means to put the results of the economic modelling into perspective. The approach in this regard should be discussed and agreed with the Commission beforehand.

The main objectives of the consultation process are:

- to actively engage with all interested parties in order to reflect their experience, priorities and concerns;
- to contribute to the transparency of the SIA analysis;
- to help identify priority areas and key issues relating to the possible economic, social, environmental and human rights impacts in the negotiations.

The Contractor is responsible for establishing a consultation plan which proposes the way the SIA consultation will be carried out. In particular, the consultation plan shall identify a representative sample of key stakeholders and affected people to be consulted in the EU and India, map the nature and capacities of civil society in India, identify any risks (e.g. non-participation by major stakeholders, lack of representation, lack of balance between the interests represented or constraints on freedom of association) and how these risks will be addressed to ensure constructive dialogue and useful inputs from stakeholders. Consultation means and activities foreseen shall also be described in detail.

Stakeholders to be consulted include a diverse range of non-governmental organisations, businesses, social partners (including on behalf of the informal sector) and academia. The Contractor shall seek to involve experts from the EU and India as well as from appropriate international organisations such as the ILO, UNEP, UNDP and FAO.

The Contractor shall identify target groups that run the risk of being excluded. There might be differences between stakeholder groups regarding their access to consultations or in the

availability of resources they can dedicate for participation in consultations. The Contractor shall make specific efforts to ensure that all relevant stakeholders are both aware of and able to contribute to the consultation.

The Contractor shall ensure a balanced coverage of all relevant interests among identified stakeholders and clearly explain how and why these stakeholders have been invited to participate in the process.

The Contractor shall also consult with the European Commission services, the EU Delegation in India and the European Economic and Social Committee to identify key stakeholders.

The consultation plan shall be presented to and discussed at meetings of the Civil Society Dialogue²¹ as well as at the meetings with the SIA inter-service steering group (ISG).

Consultation is not a one-off event but a dynamic, systematic process that includes a wide range of complementary activities. These include interviews, online meetings and surveys of stakeholders, as well as dissemination of the findings at all the main stages of the analysis, publication of the draft reports for comments and their discussion in public meetings.

In particular, the activities required as part of the consultation process are described in more detail below.

1.4.2.4.1 Dedicated website and electronic communications

To ensure dynamic and continuous interactions with civil society and all other relevant stakeholders throughout the conduct of the SIA, a dedicated SIA website will be set up, together with other digital channels.

SIA dedicated website

The dedicated SIA website must include an introductory paragraph in all official EU languages which explains the scope and objectives of the SIA.

The dedicated website provides an essential channel for publicizing the SIA, communicating with stakeholders and disseminating its findings. The website shall be designed to facilitate regular interactions with stakeholders and serve as a discussion forum to further stimulate the involvement of stakeholders based on SIA information made available online.

To this end, the SIA website shall include a specific feedback mechanism, a home page with an easily accessible summary on the stage of the SIA process, a search function and all

²¹ See point 4.3

appropriate SIA-related information. To ensure its continued relevance, the SIA website shall be updated every two weeks since creation until completion of the SIA.

In particular, both reports – inception and final – in their draft version and in their final forms shall be made publicly available on the website, as well as the interim presentation. Other relevant outputs, including regular updates on the SIA process and findings and documentation sources are also published on the SIA website.

All (virtual) meetings with civil society shall be appropriately advertised on the SIA website and through other channels such as SIA newsletters issued by the Contractor, Twitter accounts, EU trade newsletters²² (EUTN) etc. The dates, venue and other relevant information shall be clearly communicated well in advance of the events.

Finally, to ensure that the SIA consultation is open and transparent, the Contractor shall publish all the inputs received from the stakeholders together with the names of their authors in a section of the website specifically created to this end, unless respondents indicate that they wish their contributions to be anonymised.

The SIA dedicated website shall be created no later than the date of publication of the draft inception report, and shall remain active for at least two years after the date of approval of the final report.

Other electronic tools

The Contractor is also expected to contact relevant stakeholders by various means such as email, electronic newsletter, social networks, etc. to inform them regularly and pro-actively about the SIA process including consultation activities and the main findings. In particular, at the beginning of the SIA consultation process and at each of the main stages of the analysis, the Contractor shall contact identified stakeholders informing them about the SIA study and inviting them to provide contributions via dedicated channels.

Other complementary communication tools can be developed where relevant such as a dedicated email address for feedback, regular mails or social media coverage.

1.4.2.4.2 Interviews, meetings, and questionnaires

As part of the consultation process online or telephone interviews, meetings, and online questionnaires shall be conducted.

²² The Contractor will provide the content for the EUTN which is managed by the Commission. For further detail on the EUTN please refer to the Trade on Europa website: <http://trade.ec.europa.eu/eutn/>

The Commission acknowledges that conducting interviews and meetings on the ground, can constitute a costly component of the project. Therefore the Contractor can to organise all consultation work by virtual / online means. The Commission shall under this contract not reimburse any travel or subsistence expenses, including related to the stakeholder consultation plan.

Interviews and meetings

The Contractor shall undertake interviews and one-to-one virtual meetings. These interviews and meetings shall encourage detailed discussions on the ongoing negotiations and their potential sustainability impacts. The Contractor will be expected to conduct a number of interviews or online meetings both in the EU and in India, ensuring a balanced representation of stakeholder interests. The Contractor is invited to indicate how many interviews and/or meetings it intends to conduct, particularly those targeting vulnerable stakeholder groups in the partner countries.

The Contractor shall also identify existing platforms for dialogue that they could use to enhance communication with stakeholders. In this respect, the Contractor shall consult with the SIA inter-service steering group, the European Economic and Social Committee and, via the Commission, the Social Dialogue Committees to determine whether existing conferences or meetings that they should attend virtually are taking place.

Questionnaires

The Contractor shall also develop at least one questionnaire open to all stakeholders. The Contractor shall make sure that the questionnaires can be understood by the layman and are appropriately disseminated particularly amongst all relevant stakeholders. Draft questionnaires shall be tested prior to submission for approval by the Commission – in particular, with respect to their functional validity and completeness – and shall be made available in English, French and German. They shall be created in an online test environment to which the Commission has access. The questionnaire should include a specific section directed to SMEs and another section focused on consumers shall also be developed. Draft questionnaires shall be submitted to the Commission by the end of the inception phase.

1.4.2.4.3 Civil Society Dialogue meetings

The Contractor shall present ongoing work to interested stakeholders, giving them the opportunity to provide direct input.

In particular, three meetings shall take place in Brussels with civil society in the framework of DG Trade's Civil Society Dialogue (CSD)²³. These are regular meetings between civil society

²³ For more information, please visit Trade on Europa at <http://trade.ec.europa.eu/civilsoc/index.cfm>

and the Commission to discuss aspects of the EU's trade policy. The Contractor is expected to participate in three meetings, to present the SIA methodological approach and findings as well as to hold an open discussion with interested stakeholders. The meetings shall be organized to discuss the draft reports (inception and final) as well as the interim presentation.

The draft reports and the interim presentation shall be made public within a reasonable time frame ahead of the CSD meetings and shall be finalized taking into account contributions provided during the CSD meeting as well as through other consultation channels (such as the website).

1.4.2.4.4 Meetings with the Interservice Steering Group (ISG)

The Contractor will be required throughout the process to attend meetings with European Institutions' officials, including meetings with the SIA Interservice Steering Group (ISG). These meetings will include: presentations and explanations by the Contractor of work completed up to the date of the meeting, including reports on progress and results of modelling; further information provided by the European Commission on (inter alia) negotiating developments; and discussions on future work and on the specific sectors to be assessed. The Contractor will need to draft minutes of each of these meetings.

At least four meetings shall be foreseen including a kick-off meeting to be organized between the SIA Interservice Steering Group (ISG) and the Contractor. The kick-off meeting to be organised **within two weeks after signature of the contract**. The Contractor may be required to attend additional meetings or videoconferences as the European Commission deems relevant and necessary.

1.4.2.4.5 Proposals for policy recommendations and accompanying measures

The Contractor shall present proposals for policy recommendations covering enhancement and prevention/mitigation measures (i.e., measures needed to reinforce any significant positive sustainability impacts, and to prevent or at least mitigate any significant negative sustainability impacts).

As underlined in *The power of trade partnerships: together for green and just economic growth*, EU trade agreements are not stand alone instruments for the promotion and enhancement of the Union's sustainability agenda with third countries. The TSD commitments included therein work hand in hand with a wider set of policy instruments multilateral efforts and development cooperation tools in an all-encompassing approach. The Contractor shall therefore identify and flag opportunities within the Agreements to bolster such potential synergies with relevant guidance documents highlighted in section **1.4.1.2**, Background on Sustainability Impact Assessments in present Tender Specifications.

Recommendations shall be presented both in terms of the EU's negotiating positions (i.e., directly related to provisions to be included in the FTA and IPA, e.g., in relation to trade policy vis-à-vis economically, socially, environmentally sensitive sectors and relevant human rights issues, if applicable); and in terms of non-trade-related (accompanying) measures. They

may suggest priorities to be given to any specific sectors and specific actions on horizontal issues that may feed into implementation roadmaps. The Contractor shall also analyse the feasibility of its recommendations and estimate their cost and possible impact.

If the results are not fully created for the purpose of the contract this should be clearly pointed out in the tender. Information should be provided about the scope of pre-existing materials, their source and when and how the rights to these materials have been or will be acquired.

In the tender all quotations or information originating from other sources and to which third parties may claim rights have to be clearly marked (source publication including date and place, creator, number, full title etc.) in a way allowing easy identification.

1.4.3. Deliverables

The Contractor must produce deliverables for each of the three phases as described below. The two self-standing reports (see below) required for the SIA must include all explanations, analytic concepts, assumptions, and contextual information necessary for a full understanding of the work performed, the evidence gathered, the conclusions reached and the recommendations made.

Since the draft SIA report will be made public for stakeholders' comments, it is essential that it is drafted in such a way to be accessible and meaningful to trade and non-trade specialists alike.

Any reports submitted by the Contractor shall be accompanied by the original statistical databases, and other data inputs that formed the basis for the analysis. Wherever appropriate, the quantitative and qualitative impact analysis shall be supported with statistical data, and corresponding data sources shall be quoted.

(a) Inception Phase

The inception phase shall be concluded 1 month after the kick-off meeting. The inception report shall describe how the Contractor proposes to achieve the project objectives. The inception report shall include:

- An overview of the project's key features, a description of the project's objectives and of how the work will be structured into phases, and a clarification of the scope of work including a list of key issues for the negotiations to be discussed with the Commission.
- A detailed presentation of the proposed methodological approach and data sources in order to ensure an in-depth and comprehensive analysis of economic, social, human rights and environmental impacts of the potential trade agreements.
- The final outline for the two case studies.

- A draft consultation plan that meets the specification outlined above, including an explanation of how it will be implemented, and of how the active engagement of all relevant stakeholders, the Indian informal sector and vulnerable groups in particular, will be ensured as well as the draft questionnaires for the stakeholders.
- A preliminary list of the representative sample of relevant stakeholders (inside and outside the EU).
- An executive summary and an outline of the expected content for both the interim and the final report.

The inception report shall have a maximum of 50 pages.

The draft executive summary of no more than 4 pages should be translated in English, French and German at the time of publication of the draft inception report.

The draft inception report must be presented to the SIA ISG and to civil society representatives in Brussels, and relevant comments shall be taken into account while finalising the draft.

The revised inception report shall not exceed 50 pages (including the executive summary).

Draft questionnaires shall be submitted to the Commission by the end of the inception phase.

(b) Interim phase

The interim phase shall include the bulk of the analytical work. Even though no self-standing interim report is to be produced, the contractor shall elaborate three deliverables.

The **first deliverable** shall be a “heat map of sustainability issues”. It will consist in a maximum 6 pages note, analysing the key issues in terms of sustainability that are linked to the FTA. It will summarize the main findings of the screening of sustainability issues as they emerge from the work of the experts and the first consultation activities. It shall have a particular focus on climate change, deforestation, as well as ILO conventions.

The heat map shall list sectors where the FTA is the most susceptible to have a significant impact on sustainability dimensions (where possible at HS-4 level.) It will delineate the specific sustainability risk that could arise for each of the sectors. It will, to the extent possible, indicate the level of certainty for each risk.

The heat map shall be delivered within 3 months after the signature of the contract.

The **second deliverable** is a presentation to civil society representatives and shall be delivered within 3 months after the signature of the contract.

In particular, this presentation shall include:

- Preliminary findings of the economic, social human rights and environmental analyses.
- Preliminary findings of the case studies.
- Preliminary findings of the contribution of the agreements towards the EU's strategic objectives listed under point 1.4.1. (1).
- Progress briefing on the implementation of the stakeholder consultation plan, including:
 - An account of the consultation activities that have taken place to date, a summary of the feedback gathered so far and an explanation of the use made of this feedback in the SIA;
 - An overview of the use made of the SIA website and social media (including website and social media statistics).
- Stakeholder consultation should be ongoing and already feed into the analysis at this stage.
- Roadmap for the work necessary to complete the final report and a proposed structure for the final report.

The interim presentation must be presented to the SIA Interservice Steering Group (ISG) and to civil society representatives in Brussels and, upon request, the Contractor shall be prepared to present its findings in one further meeting in Brussels.

The **third deliverable** shall be, within 4 months starting at the signature of the contract, a number of draft chapters amounting to circa a third of the final report, on which the Contractor shall seek early feedback from the ISG in order to identify upstream potential problems, such as flaws in the assumptions underlying the analysis. The chapters shall include findings of the economic, social human rights and environmental analyses.

Relevant comments formulated at this stage shall be taken into account while preparing the draft final report.

(c) Final Phase

The final report shall refine the analysis, recapitulate the outcomes and findings of the assessment and make recommendations and proposals for flanking measures, summarizing and exploiting stakeholders' comments in a transparent manner.

The final report shall contain the following elements:

- Description of the methodological approach adopted for the SIA.

- The outcomes and results of the assessment, including findings of the economic, social human rights and environmental analyses, findings of the sectoral analysis and findings of the case studies.
- The contribution of the agreements towards the EU's strategic objectives listed under point 1.4.1. (1).
- A set of tables under electronic format with the numerical results of the quantitative analysis foreseen under point 1.4.1 (2) (b).
- Details of consultation activities including:
 - Outline of contacts with stakeholders in the EU;
 - Outline of contacts with stakeholders in India;
 - Outline of contacts with stakeholders in relevant third countries;
 - Minutes of the Civil Society Dialogue meetings held in Brussels outlining key stakeholder positions and points of views, the programmes and list of participants;
 - Account of the consultation activities that have taken place, a summary of the feedback gathered and an explanation of the use made of this feedback in the SIA;
 - Overview of the use made of the SIA website and social media (including website and social media statistics).
- Conclusions, including recommendations and proposed flanking measures.
- References and key sources.

The final report shall have a maximum of 150 pages. This might be achieved, if appropriate, by focussing the report the most relevant aspects.

The final report shall contain an abstract of no more than 200 words and, as separate document, an executive summary of no more than 6 pages, in English, French and German.

It must include specific identifiers provided by the European Commission, which shall be incorporated on each cover page.

The draft executive summary of no more than 6 pages should be translated in English, French and German at the time of publication of the draft final report.

A separate briefing document of no more than two pages shall accompany the final report. This shall summarize, in very short and succinct form:

- the objectives, scope and purpose of the SIA;
- the main trade measures identified for impact analysis;
- the liberalization scenario considered;
- other key assumptions and hypotheses;
- the most significant economic, social, environmental and human rights impacts identified;

- the most important complementary policy measures recommended in order to minimize negative impacts and maximize positive impacts of the trade measures proposed;
- the sources of evidence, and the qualitative and quantitative evidence-gathering techniques used and reported;
- details of the representative consultation process undertaken for the SIA;
- limitations in the design or the execution of the SIA in meeting the project aims and objectives; and
- suggestions (where relevant) of issues or aspects for further investigation, including *ex post* analysis of the impacts of the future agreements reached at the conclusion of negotiations.

The Contractor shall be prepared to present the final report upon request in a technical meeting in Brussels. The expected timeline and maximum number of pages for each deliverable is as follows:

Deliverables	Month*	Maximum pages
Draft Inception Report	1 (after kick-off meeting)	50
Heat map	3	6
Presentation in Civil Society Dialogue and additional presentation in Brussels	3	
Submission of the draft chapters	4	
Draft final report	8	150

* (Counting from the date of the signature of the contract)

A.1. Final study report

The final study report must include:

- an abstract of no more than 200 words and an executive summary of maximum 6 pages, both in English and French;
- specific identifiers which must be incorporated on the cover page provided by the Contracting Authority;
- the following disclaimer:

“The information and views set out in this [report/study/article/publication...] are those of the author(s) and do not necessarily reflect the official opinion of the Commission. The Commission does not guarantee the accuracy of the data included in this study. Neither the Commission nor any person acting on the Commission’s behalf may be held responsible for the use which may be made of the information contained therein.”

A.2. Publishable executive summary

The publishable executive summary must be provided in both in English and French and must include:

- specific identifiers which must be incorporated on the cover page provided by the Contracting Authority;
- the following disclaimer:

“The information and views set out in this [report/study/article/publication...] are those of the author(s) and do not necessarily reflect the official opinion of the Commission. The Commission does not guarantee the accuracy of the data included in this study. Neither the Commission nor any person acting on the Commission’s behalf may be held responsible for the use which may be made of the information contained therein.”

B. Graphic and technical requirements

The contractor must deliver the study and all publishable deliverables in full compliance with the corporate visual identity of the European Commission, by applying the graphic rules set out in the European Commission's Visual Identity Manual, including its logo. The graphic rules, the Manual and further information are available at:

http://ec.europa.eu/dgs/communication/services/visual_identity/index_en.htm

A simple Word template will be provided to the contractor after contract signature. The contractor must fill in the cover page in accordance with the instructions provided in the template. The use of templates for studies is exclusive to European Commission's contractors. No template will be provided to tenderers while preparing their tenders.

C. Requirements for publication on Internet

The Commission is committed to making online information as accessible as possible to the largest possible number of users including those with visual, auditory, cognitive or physical disabilities, and those not having the latest technologies. The Commission supports the Web Content Accessibility Guidelines 2.0 of the W3C.

For full details on the Commission policy on accessibility for information providers, see: http://ec.europa.eu/ipg/standards/accessibility/index_en.htm

For the publishable versions of the study, abstract and executive summary, the contractor must respect the W3C guidelines for accessible pdf documents as provided at: <http://www.w3.org/WAI/>.

1.5. Place of performance: where will the contract be performed?

The services will be performed at the following locations:

- Location of the Contractor (desk study) and Belgium

1.6. Nature of the contract: how will the contract be implemented?

The procedure will result in the conclusion of a service contract.

👉 Tenderers need to take full account of the provisions of the draft contract as the latter will define and govern the contractual relationship(s) to be established between the *Contracting authority* and the successful tenderer(s). Special attention is to be paid to the provisions specifying the rights and obligations of the contractor, in particular those on payments, performance of the contract, confidentiality, and checks and audits.

1.7. Volume and value of the contract: how much do we plan to buy?

The maximum total value (**EUR 290,000**) of all purchases under this contract is also indicated under Heading II.1.5 of the contract notice. The services to be purchased over the total duration of the contract are specified in Section 1.4 of these specifications.

1.8. Duration of the contract: how long do we plan to use the contract?

The contract(s) resulting from the award of this call for tenders will be concluded for at most 10 months. The details of the initial contract duration and possible renewals are set out in Article I.3 of the draft contract.

1.9. Electronic exchange system: can exchanges under the contract be automated?

For all exchanges with the contractor during the implementation of the contract as well as for future possible subsequent proceedings for the purposes of EDES ([European Union's Early Detection and Exclusion System](#)) the *Contracting authority* may use an electronic exchange system meeting the requirements of Article 148 of [Regulation \(EU, Euratom\) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union](#)¹. At the request of the *Contracting authority* the use of such a system shall become mandatory for the contractor(s) at no additional cost for the *Contracting authority*. Details on specifications, access, terms and conditions of use will be provided in advance.

2. GENERAL INFORMATION ON TENDERING

2.1. Legal basis: what are the rules?

This call for tenders is governed by the provisions of [Regulation \(EU, Euratom\) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union](#) (the Financial Regulation)²⁴.

The *Contracting authority* has chosen to award the contract resulting from this call for tenders through an open procedure pursuant to Article 164(1) (a) of the Financial Regulation. In an open procedure any interested economic operator (any natural or legal person who offers to supply products, provide services or execute works) may submit a tender.

2.2. Rules on access to procurement: who may submit a tender?

Participation in this call for tenders is open on equal terms to all natural and legal persons coming within the scope of the [Treaties](#), as well as to international organisations.

It is also open to all natural and legal persons established in a third country which has a special agreement with the European Union in the field of public procurement on the conditions laid down in that agreement. Where the Agreement on Government Procurement²⁵ concluded within the World Trade Organisation applies, the participation to this call for tenders is open to all natural and legal persons established in the countries that have ratified this Agreement, on the conditions laid down therein.

The rules on access to procurement do not apply to subcontractors. Subcontracting may not be used with the intent to circumvent the rules on access to procurement.

To enable the *Contracting authority* to verify the access, each tenderer must indicate its country of establishment (and in case of joint tender – the country of establishment of each group member) and must present the supporting evidence normally acceptable under the law of that country/-ies. The same document(s) could be used to prove country/-ies of establishment and the delegation(s) of the authorisation to sign as described in **Section 4.3**.

Entities subject to restrictive measures and rules on access to procurement: who may submit a tender?

Tenderers must ensure that none of the involved entities (see Section 2.4) are subject to EU restrictive measures adopted under Article 29 of the Treaty on the European Union (TEU) or

²⁴ Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012 (OJ L 193 of 30.07.2018, p.1).

²⁵ https://www.wto.org/english/tratop_e/gproc_e/gp_gpa_e.htm.

Article 215 of the Treaty on the Functioning of the EU (TFEU)²⁶, consisting of a prohibition to make available or transfer funds or economic resources or to provide financing or financial assistance to them directly or indirectly or an asset freeze. The prohibition applies throughout the whole performance of the contract.

2.3. Registration in the Participant Register: why register?

Any economic operator willing to submit a tender for this call for tenders must be registered in the [Participant Register](#) - an online register of organisations and natural persons participating in European Commission's calls for tenders or proposals (participants).

On registering each participant obtains a Participant Identification Code (PIC, 9-digit number) which acts as its unique identifier in the Participant Register. A participant needs to register only once – the information provided can be further updated or re-used by the participant in other European Commission's calls for tenders or calls for proposals.

🔔 Please provide information about the SME status of the participant in the Participant Register by filling in the SME Declaration section in the Participant Register. The section becomes available only when updating/modifying the details of the registered organisation.

At any moment during the procurement procedure the Research Executive Agency Validation Services (hereafter *the EU Validation Services*) may contact the participant and ask for supporting documents on legal existence and status and financial capacity. The requests will be made through the register's messaging system to the e-mail address of the participant's contact person indicated in the register. It is the responsibility of the participant to provide a valid e-mail address and to check it regularly. The documents that may be requested by *the EU Validation Services* are listed in the [EU Grants and Tenders Rules on Legal Entity Validation, LEAR appointment and Financial Capacity assessment](#).

🔔 Please note that a request for supporting documents by the *EU Validation Services* in no way implies that the tenderer has been successful.

2.4. Ways to submit a tender: how can economic operators organise themselves to submit a tender?

Economic operators can submit a tender either as a sole economic operator (sole tenderer) or as a group of economic operators (joint tender). In either case subcontracting is permitted.

In order to fulfil the selection criteria set out in **Section 3.2** the tenderer can rely on the capacities of subcontractors or other entities that are not subcontractors.

²⁶ Please note that the EU Official Journal contains the official list of entities subject to restrictive measures and, in case of conflict, it prevails over the list of the [EU Sanctions Map](#).

The role of each entity involved in a tender (hereafter referred to as “*involved entity*”) must be clearly specified in the eSubmission application: i) sole tenderer, ii) *Group leader* of a group of tenderers, iii) member of a group of tenderers, or iv) subcontractor. For an entity on whose capacities the tenderer relies to fulfil the selection criteria (that is not a subcontractor), this role is defined in the commitment letter (**Annex 5.2**). This applies also where the *involved entities* belong to the same economic group.

2.4.1. Joint tenders

A joint tender is a situation where a tender is submitted by a group (with or without legal form) of economic operators regardless of the link they have between them. The group as a whole is considered a tenderer²⁷.

All members of the group assume joint and several liability towards the *Contracting authority* for the performance of the contract as a whole.

Group members must appoint a *Group leader* and a single point of contact authorised to act on their behalf in connection with the submission of the tender and all relevant questions, clarification requests, notifications, etc., that may be received during the evaluation, award and until the contract signature. The model power of attorney attached in **Annex 3** is to be used.

The joint tender must clearly indicate the role and tasks of each member and of the *Group leader* who will act as the *Contracting authority's* contact point for the contract's administrative or financial aspects and operational management. The *Group leader* will have full authority to bind the group and each of its members during contract execution. If the joint tender is successful, the *Contracting authority* shall sign the contract with the Group leader, authorised by the other members to sign the contract on their behalf via power of attorney drawn up in the model attached in **Annex 3**.

Changes in the composition of the group during the procurement procedure (after the submission deadline and before contract signature) shall lead to rejection of the tender except in case of a merger or takeover of a member of the group (universal succession), provided that the new entity has access to procurement (see **Section 2.2**) and is not in an exclusion situation, (see **Section 3.1**).

In any case the selection criteria must be still fulfilled by the group and the terms of the originally submitted tender may not be altered substantially, i.e. all the tasks assigned to the former entity must be taken over by the new entity member of the group, the change must not make the tender non-compliant with the tender specifications, and the evaluation of award criteria of the originally submitted tender may not be modified.

2.4.2. Subcontracting

Subcontracting is the situation where the contractor enters into legal commitments with other economic operators which will perform part of the contract on its behalf. The contractor

²⁷ References to *tenderer* or *tenderers* in this document shall be understood as covering both sole tenderers and groups of economic operators submitting a joint tender.

retains full liability towards the *Contracting authority* for performance of the contract as a whole.

The following shall not be considered subcontracting:

- a) Use of workers posted to the contractor by another company owned by the same group and established in a Member State (“intra-group posting” as defined by Article 1, 3, (b) of [Directive 96/71/EC concerning the posting of workers in the framework of the provision of services](#)).
- b) Use of workers hired out to the contractor by a temporary employment undertaking or placement agency established in a Member State (“hiring out of workers” as defined by Article 1, 3, (c) of [Directive 96/71/EC concerning the posting of workers in the framework of the provision of services](#)).
- c) Use of workers temporarily transferred to the contractor from an undertaking established outside the territory of a Member State and that belongs to the same group (“intra-corporate transfer” as defined by Article 3, (b) of [Directive 2014/66/EU on the conditions of entry and residence of third-country nationals in the framework of an intra-corporate transfer](#)).
- d) Use of staff without employment contract (“self-employed persons working for the contractor”), without the tasks of the self-employed persons being particular well-defined parts of the contract.
- e) Use of suppliers and/or transporters by the contractor, in order to perform the contract at the place of performance, unless the economic activities of the suppliers and/or the transporting services are within the subject of this call for tenders (see **Section 1.4**).
- f) Performance of part of the contract by members of an EEIG (European Economic Interest Grouping), when the EEIG is itself a contractor or a group member.

The persons mentioned in points a), b), c) and d) above will be considered as “personnel” of the contractor as defined in the contract.

All contractual tasks may be subcontracted unless the *Technical specifications* expressly reserve the execution of certain critical tasks to the sole tenderer itself, or in case of a joint tender, to a member of the group.

By filling in the form available in **Annex 4**, tenderers are required to give an indication of the proportion of the contract that they intend to subcontract, as well as to identify and describe briefly the envisaged contractual roles/tasks of subcontractors meeting any of these conditions (hereafter referred to as *identified subcontractors*):

- on whose capacities the tenderer relies upon to fulfil the selection criteria as described under **Section 3.2**;
- whose individual share of the contract, known at the time of submission, is above 10% .
- Any such subcontractor must provide the tenderer with a commitment letter drawn up in the model attached in **Annex 5.1** and signed by its authorised representative.

Changes concerning subcontractors identified in the tender (withdrawal/replacement of a subcontractor, additional subcontracting) during the procurement procedure (after the submission deadline and before contract signature) require the prior written approval of the *Contracting authority* subject to the following verifications:

- any new subcontractor is not in an exclusion situation;
- the tenderer still fulfils the selection criteria and the new subcontractor fulfils the selection criteria applicable to it individually, if any;
- the terms of the originally submitted tender are not altered substantially, i.e. all the tasks assigned to the former subcontractor are taken over by another involved entity, the change does not make the tender non-compliant with the tender specifications, and the evaluation of award criteria of the originally submitted tender is not modified.

Subcontracting to subcontractors identified in a tender that was accepted by the *Contracting authority* and resulted in a signed contract, is considered authorised.

2.4.3. Entities on whose capacities the tenderer relies to fulfil the selection criteria

In order to fulfil the selection criteria a tenderer may also rely on the capacities of other entities, regardless of the legal nature of the links it has with them. It must in that case prove that it will have at its disposal the resources necessary for the performance of the contract by producing a commitment letter in the model attached in **Annex 5.2**, signed by the authorised representative of such an entity, and the supporting evidence that those other entities have the respective resources.

If the contract is awarded to a tenderer intending to rely on another entity to meet the minimum levels of economic and financial capacity, the *Contracting authority* may require the entity to sign the contract or, alternatively, to provide a joint and several first-call financial guarantee for the performance of the contract.

With regard to technical and professional selection criteria, a tenderer may only rely on the capacities of other entities where the latter will perform the works or services for which these capacities are required.

👉 Relying on the capacities of other entities is only necessary when the capacity of the tenderer is not sufficient to fulfil the required minimum levels of capacity. Abstract commitments that other entities will put resources at the disposal of the tenderer will be disregarded.

3. EVALUATION AND AWARD

The evaluation of the tenders that comply with the submission conditions will consist of the following elements:

- Check if the tenderer has access to procurement (see *Section 2.2*);
- Verification of administrative compliance (if the tender is drawn up in one of the official EU languages and the required documents signed by duly authorised representative(-s) of the tenderer);
- Verification of non-exclusion of tenderers on the basis of the exclusion criteria;
- Selection of tenderers on the basis of selection criteria;
- Verification of compliance with the minimum requirements specified in the procurement documents;
- Evaluation of tenders based on the award criteria.

The *Contracting authority* will evaluate the abovementioned elements in the order that it considers to be the most appropriate. If the evaluation of one or more elements demonstrates that there are grounds for rejection, the tender will be rejected and will not be subjected to further full evaluation. The unsuccessful tenderers will be informed of the ground for rejection without being given feedback on the non-assessed content of their tenders. Only tenderer(s) for whom the verification of all elements did not reveal grounds for rejection can be awarded the contract.

The evaluation will be based on the information and evidence contained in the tenders and, if applicable, on additional information and evidence provided at the request of the *Contracting authority* during the procedure. If any of the declarations or information provided proves to be false, the *Contracting authority* may impose administrative sanctions (exclusion or financial penalties) on the entity providing the false declarations/information.

For the purposes of the evaluation related to exclusion and selection criteria the *Contracting authority* may also refer to publicly available information, in particular evidence that it can access on a national database free of charge.

3.1. Exclusion criteria

The objective of the exclusion criteria is to assess whether the tenderer is in any of the exclusion situations listed in Article 136(1) of the Financial Regulation.

Tenderers found to be in an exclusion situation will be rejected.

As evidence of non-exclusion each tenderer needs to submit with its tender a Declaration on Honour²⁸ in the model available in *Annex 2*.²⁹ The declaration must be signed by an authorised representative of the entity providing the declaration.

²⁸ The European Single Procurement Document (ESPD) may not be used yet in European Commission's calls for tenders.

The initial verification of non-exclusion of tenderers will be done on the basis of the submitted declarations and consultation of the [European Union's Early Detection and Exclusion System](#). The documents mentioned as supporting evidence in the Declaration on Honour need to be provided whenever requested and where this is necessary to ensure the proper conduct of the procedure within a deadline given by the *Contracting authority*³⁰.

Annex 1 specifies which of the *involved entities* participating in a tender need to provide the Declaration on Honour and, when requested by the *Contracting authority*, the supporting evidence.

Before the award decision, the contracting authority may request documentary evidence on compliance on the exclusion criteria set out in the present tender specifications. All tenderers are invited to prepare in advance the documents related to the evidence, since they may be requested to provide such evidence within a short deadline. Failure to provide valid documentary evidence within the deadline set by the Contracting Authority shall lead to the rejection of the tender for the award of the contract, unless the tenderer can justify the failure on the grounds of material impossibility.

Please note that a request for evidence in no way implies that the tenderer has been successful.

3.2. Selection criteria

The objective of the selection criteria is to assess whether the tenderer has the legal, regulatory, economic, financial, technical and professional capacity to perform the contract.

The selection criteria for this call for tenders, including the minimum levels of capacity, the basis for assessment and the evidence required, are specified in the following subsections.

Tenders submitted by tenderers not meeting the minimum levels of capacity will be rejected.

When submitting its tender each tenderer shall declare on honour that it fulfils the selection criteria for the call for tenders. The model Declaration on Honour available in **Annex 2** shall be used.

The initial assessment of whether a tenderer fulfils the selection criteria will be done on the basis of the submitted declaration(s).

²⁹ Unless the same declaration has already been submitted for the purposes of another award procedure of the European Commission, the situation has not changed, and the time elapsed since the issuing date of the declaration does not exceed one year.

³⁰ The obligation to provide the supporting evidence will be waived in the following situations:

- if the same documents have already been provided in a previous award procedure of the European Commission, have been issued no more than one year before the date of their request by the *Contracting authority* and are still valid at that date;
- if such evidence can be accessed by the *Contracting authority* on a national database free of charge, in which case the economic operator shall provide the *Contracting authority* with the internet address of the database and, if needed, the necessary identification data to retrieve the document;
- if there is a material impossibility to provide such evidence.

The subsections below specify which selection criteria evidence must be provided with the tender or may be requested later, at any time during the procurement procedure³¹. In any case, to the extent that there is no ground for a waiver, the evidence must be provided, upon request and within a deadline given by the *Contracting authority*. The evidence must be provided in accordance with the applicable basis for assessment of each criterion: in case of a consolidated assessment – only by the *involved entities* who contribute to the fulfilment of the criterion, and in case of individual assessment – by each *involved entity* to whom the criterion applies individually.

Before the award decision, the contracting authority may request documentary evidence on compliance with the selection criteria set out in the present tender specifications. All tenderers are **invited to prepare in advance the documents related to the evidence**, since they may be requested to provide such evidence in a short deadline. In any event, the tenderer proposed by the evaluation committee for the award of the contract, will be requested to provide such evidence.

Failure to provide valid documentary evidence within the deadline set by the Contracting Authority shall lead to the rejection of the tender for the award of the contract, unless the tenderer can justify the failure on the grounds of material impossibility.

3.2.1. Legal and regulatory capacity

Tenderers must prove that they have legal capacity to perform the contract and the regulatory capacity to pursue the professional activity necessary to carry out the work subject to this call for tenders.

The legal and regulatory capacity shall be proven by the evidence listed below:

- Proof of enrolment in a relevant trade or professional register
- Proof of authorisation that the tenderer is authorised to perform the contract in its country of establishment
- Proof that the tenderer is a member of a specific professional organisation

In addition, involved entities must not be subject to [EU restrictive measures](#) adopted under Article 29 of the Treaty on the European Union (TEU) or Article 215 of the Treaty on the Functioning of the EU (TFEU) that constitute a legal impediment to perform the contract. This requirement will be assessed by reference to the EU restrictive measures in force. Therefore, the tenderer is not required to submit any evidence of not being subject to EU restrictive measures.

Please note that the EU Official Journal contains the official list of entities subject to restrictive measures and, in case of conflict, it prevails over the list of the [EU Sanctions Map](#)

³¹ The obligation to provide the supporting evidence will be waived in the following situations:

- if the same documents have already been provided in a previous award procedure of the European Commission and are still up-to-date;
- if such evidence can be accessed by the *Contracting authority* on a national database free of charge, in which case the economic operator shall provide the *Contracting authority* with the internet address of the database and, if needed, the necessary identification data to retrieve the document.

3.2.2. Economic and financial capacity

Tenderers must comply with the following selection criteria in order to prove that they have the necessary economic and financial capacity to perform the contract.

Criterion F1	
Minimum level of capacity	Turnover of the last two financial years above EUR 250,000 per year; this criterion applies to the tenderer as a whole, i.e. the combined capacity of all members of a group in case of a joint tender.
Basis for assessment	This criterion applies to the tenderer as a whole, i.e. a consolidated assessment of the combined capacities of all <i>involved entities</i> will be carried out.
Evidence	Copy of the profit and loss accounts and balance sheets for the last two years for which accounts have been closed from each concerned <i>involved entity</i> , or, failing that, appropriate statements from banks. The most recent year must have been closed within the last 18 months.

👉 **All of the above specified evidence of economic and financial capacity must be provided with the tender.**

3.2.3. Technical and professional capacity

Tenderers must comply with the following selection criteria in order to prove that they have the necessary technical and professional capacity to perform the contract.

Criterion T1
<p>The tenderer must prove experience in the fields covered by the tender; notably in the following areas:</p> <ul style="list-style-type: none">➤ International trade and EU trade policies and negotiations;➤ Development and implementation of methodologies for evaluating trade policies ex-ante and ex-post (at general and sector-specific level);➤ Quantitative and qualitative analysis in economics and social science (econometrics and economic modelling, especially computable general equilibrium (CGE) and partial equilibrium);➤ Analysis of the impact of trade and other policies on human and labour rights, as well as compliance with international standards and multilateral processes involving international organisations; on gender equality, consumers, environment and climate.➤ Conducting surveys, in-depth interviews, and other forms of consultation activities (e.g. focus groups and other participatory approaches) for engaging civil society and other target groups (such as: SMEs, NGOs, human rights' relevant groups, social

partner representatives, businesses, etc.).	
Minimum level of capacity	At least two similar (in scope and complexity) projects completed in the last five years preceding the tender submission deadline, with a minimum value for each of them EUR 100,000.
Basis for assessment	This criterion applies to the tenderer as a whole, i.e. the combined capacities of all <i>involved entities</i> .
Evidence	<p>A list of projects meeting the minimum level of capacity. The list shall include details of their start and end date, total project amount and scope, role and amount invoiced. In case of projects still on-going only the portion completed during the reference period will be taken into consideration.</p> <p>As supporting documents for each project reference the <i>Contracting authority</i> may request statements issued by the clients and take contact with them.</p>

Criterion T2	
The tenderer must prove capacity to work in English.	
Minimum level of capacity	At least two similar (in scope and complexity) projects completed in the last five years preceding the tender submission deadline, with a minimum value for each of them EUR 100,000.
Basis for assessment	This criterion applies to the tenderer as a whole, i.e. the combined capacities of all <i>involved entities</i> .
Evidence	<p>A list of projects meeting the minimum level of capacity. The list shall include details of their start and end date, total project amount and scope, role and amount invoiced. In case of projects still on-going only the portion completed during the reference period will be taken into consideration.</p> <p>As supporting documents for each project reference the <i>Contracting authority</i> may request statements issued by the clients and take contact with them.</p>

Criterion T3	
The tenderer must have skills and experience with drafting, editing, and fact-checking reports and communication materials.	
Minimum level of capacity	At least two similar (in scope and complexity) projects completed in the last three years preceding the tender submission deadline, with a minimum value for each of them EUR 100,000.
Basis for assessment	This criterion applies to the tenderer as a whole, i.e. the combined capacities of all <i>involved entities</i> .

Evidence	The tenderer must provide references for two projects with a minimum value for each project of EUR 100,000 finalised in the last three years showing the use of skills and experience with communication, IT and web-related tools to be able to produce communication materials; draft visible reports and presentations.
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Criterion T4	
The tenderer must prove that the team shall have the following skills and experience.	
Minimum level of capacity	<ul style="list-style-type: none"> • Project manager: At least 5 years' experience in project management, including overseeing project delivery, quality control of delivered service, client orientation and conflict resolution experience in project of a similar size (at least EUR 200,000) and coverage (at least three countries covered), with experience in management of a team of at least three people. The project manager should also have at least two years' experience in issues related to trade policy and sustainable development; and understanding of multilateral trading system (WTO) and international standards in trade area and principles and conventions in the human and labour rights, environment and good governance. • Expert in analysing econometrics and economic modelling: Relevant higher education degree (Economics, Econometrics) and equivalent professional experience of at least three years. • Expert(s) in analysing social, environmental and labour impact of trade tools/provisions in trade agreements including EU TSD chapters: Relevant higher education degree or equivalent professional experience and at least five years' professional experience in this area. • India country specific knowledge and expertise – the team should also include at least one member with five years of relevant professional experience in India.
Basis for assessment	This criterion applies to the tenderer as a whole, i.e. the combined capacities of all <i>involved entities</i> .
Evidence	The experts must provide CVs of proposed team members with the intended function in the delivery of the service and references for at least two projects to demonstrate that they meet the minimum level of capacity needed to complete this project.

👉 All of the above specified evidence of technical and professional capacity must be provided with the tender.

3.3. Compliance with the minimum requirements specified in the procurement documents

By submitting a tender a tenderer commits to perform the contract in full compliance with the terms and conditions of the procurement documents for this call for tenders. Particular attention is drawn to the minimum requirements specified in **Section 1.4 of these specifications** and to the fact that tenders must comply with applicable data protection, environmental, social and labour law obligations established by Union law, national legislation, collective agreements or the international environmental, social and labour conventions listed in Annex X to Directive 2014/24/EU.

The minimum requirements shall be observed throughout the entire duration of the contract. Compliance with these requirements is mandatory and cannot be subject to any assumptions, limitations, conditions, or reservations on the part of a tenderer.

👉 Tenders that are not compliant with the applicable minimum requirements shall be rejected.

3.4. Award criteria

The objective of the award criteria is to evaluate the tenders with a view to choosing the most economically advantageous tender.

Tenders will be evaluated based on the following award criteria and their weighting:

1. Price - 30%

The price considered for evaluation will be the total price of the tender, covering all the requirements set out in the tender specifications.

2. Quality – 70%

The quality of the tender will be evaluated based on the following criteria. The maximum total quality score is 100 points.

- **Criterion 1: Quality of the proposed methodology and approach (60 points – minimum score 50%)**
 - **Sub-criterion 1.1 – technical quality and expertise for the trade and economic dimension (15 points);**
 - **Sub-criterion 1.2 – technical quality and expertise for the trade social dimension (15 points);**
 - **Sub-criterion 1.3 – technical quality and expertise for the environment and climate change (i.e. biodiversity, circular economy/resource efficiency, pollution) (15 points);**

- **Sub-criterion 1.4 – technical quality and expertise for the trade and human rights (15 points);**

- **Criterion 2: Organization of the work and resources (30 points – minimum score 50%).**

This criterion will assess how the roles and responsibilities of the proposed team and of the different economic operators (in case of joint tenders, including subcontractors if applicable) are distributed for each task. It also assesses the global allocation of time and resources to the project and to each task or deliverable, and whether this allocation is adequate for the work. The tender should provide details on the allocation of time and human resources and the rationale behind the choice of this allocation. Details should be provided as part of the technical offer.

- **Criterion 3: Quality control measures (10 points)**

This criterion will assess the quality control system applied to the service foreseen in this tender specification concerning the quality of the deliverables, the language quality check, and continuity of the service in case of absence of the member of the team. The quality system should be detailed in the tender and specific to the tasks at hand; a generic quality system will result in a low score.

Tenders must score minimum 50% for each criterion and sub-criterion, and minimum 65% in total. Tenders that do not reach the minimum quality levels will be rejected and will not be ranked.

3.5 Award (ranking of tenders)

Tenders shall be ranked according to the best price-quality ratio in accordance with the formula below:

The contract will be awarded to the most economically advantageous tender, i.e. the tender offering the best price-quality ratio determined in accordance with the formula below.

score for tender X	=	$\frac{\text{cheapest price}}{\text{price of tender X}}$	*	100	*	price weighting (30%)	+	total quality score (out of 100) for all award criteria of tender X	*	quality criteria weighting (70 %)
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Should the outcome of the formula lead to two or more tenders with the same result, the tenderer who has been awarded the highest marks for quality will be deemed to be the most economically advantageous tender. This approach will continue to be applied to each of the award criteria in the descending order listed in below until a most economically advantageous tender can be determined:

- i. Quality of the proposed methodology and approach
- ii. Organisation of the work and resources
- iii. Quality control measures

☞ The contract shall be awarded to the tender ranked first, which complies with the minimum requirements specified in the procurement documents and is submitted by a tenderer having access to procurement, not in an exclusion situation and fulfilling with the selection criteria.

4. FORM AND CONTENT OF THE TENDER

4.1. Form of the tender: how to submit the tender?

Tenders are to be submitted via the eSubmission application according to the instructions laid down in the Invitation to tender letter and the [eSubmission Quick Guide](#).

👉 Make sure you prepare and submit your electronic tender in eSubmission early enough to ensure it is received within the deadline specified under Heading IV.2.2 of the contract notice.

4.2. Content of the tender: what documents to submit with the tender?

The documents to be submitted with the tender in eSubmission are listed in *Annex 1*.

The following requirements apply to the technical and financial offer to be uploaded in eSubmission:

- *Technical offer.*

The technical offer must provide all the information needed to assess the compliance with Section 1.4 of these specifications and the award criteria in section 3.4. Tenders deviating from the minimum requirements or not covering all the requirements may be rejected on the basis of non-compliance and not evaluated further.

Tenderers must specify in their technical offer the location where the personal data will be processed and stored only where this location is outside the territory of the European Union or the European Economic Area. If no location is specified in the tender, the *Contracting authority* will consider that the personal data will be processed and stored only within the territory of the European Union or the European Economic Area.

- *Financial offer.*

A complete financial offer, including the breakdown of the price needs to be uploaded. For this purpose, the Financial Model in *Annex 6* shall be completed and uploaded in eSubmission. The total amount of the offer as indicated in cell Total cost of the contract must be encoded in the field “Total amount” under the section “Tender data” in eSubmission.

It is the responsibility of each tenderer to ensure that the total amount of the tender inserted in the eSubmission field “Total amount” corresponds to the amount indicated in the uploaded financial offer. In case of discrepancies, only the amount indicated in the financial offer will be taken into account.

The financial offer shall be:

- expressed in euros. Tenderers from countries outside the euro zone have to quote their prices in euro. The price quoted may not be revised in line with exchange rate movements. It is for the tenderer to bear the risks or the benefits deriving from any variation.
- quoted free of all duties, taxes and other charges, i.e. also free of VAT.

☞ The European Union Institutions are exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union of 8 April 1965 annexed to the Treaty on the Functioning of the European Union. Exemption is granted to the Commission by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption.

In case of doubt about the applicable VAT system, it is the tenderer's responsibility to contact his or her national authorities to clarify the way in which the European Union is exempt from VAT.

4.3. Signature policy: how can documents be signed?

Where a document needs to be signed, the signature must be either hand-written or a qualified electronic signature as defined in [Regulation \(EU\) No 910/2014 on electronic identification and trust services for electronic transactions in the internal market \(the eIDAS Regulation\)](#).

For hand-written signatures see Section 1 of the Invitation to tender.

For electronic signatures see: <https://webgate.ec.europa.eu/fpfis/wikis/x/YIrgIw>

All documents must be signed by the signatories (when they are individuals) or by their duly authorised representatives.

For the following documents, when signed by representatives, tenderers must provide evidence for the delegation of the authorisation to sign:

- The Declaration on Honour of the tenderer (in case of joint tender – the Declarations on Honour of all group members);
- (If applicable – in the case of joint tender) the power(s) of attorney drawn up using the model attached in **Annex 3**).

The delegation of the authorisation to sign on behalf of the signatories (including, in the case of proxy(-ies), the chain of authorisations) must be evidenced by appropriate written evidence (copy of the notice of appointment of the persons authorised to represent the legal entity in signing contracts (together or alone), or a copy of the publication of such appointment if the legislation which applies to signatory requires such publication or a power of attorney). A document that the *Contracting authority* can access on a national database free of charge does not need to be submitted if the *Contracting authority* is provided with the exact internet link and, if applicable, the necessary identification data to retrieve the document.

4.4. Confidentiality of tenders: what information and under what conditions can be disclosed?

Once the *Contracting authority* has opened a tender, it becomes its property and shall be treated confidentially, subject to the following:

- For the purposes of evaluating the tender and, if applicable, implementing the contract, performing audits, benchmarking, etc., the *Contracting authority* is entitled to make available (any part of) the tender to its staff and the staff of other Union institutions, agencies and bodies, as well to other persons and entities working for the

Contracting authority or cooperating with it, including contractors or subcontractors and their staff provided that they are bound by an obligation of confidentiality.

- After the signature of the award decision tenderers whose tenders were received in accordance with the submission modalities, who have access to procurement, who are not found to be in an exclusion situation referred to in Article 136(1) of the FR, who are not rejected under Article 141 of the FR, whose tenders are not found to be incompliant with the procurement documents, and who make a request in writing will be notified of the name of the tenderer to whom the contract is awarded, the characteristics and relative advantages of the successful tender and the price of the offer and/or contract value. The *Contracting authority* may decide to withhold certain information that it assesses as being confidential, in particular where its release would prejudice the legitimate commercial interests of economic operators or might distort fair competition between them. Such information may include, without being limited to, confidential aspects of tenders such as unit prices included in the financial offer, technical or trade secrets³².
- The *Contracting authority* may disclose the submitted tender in the context of a request for public access to documents, or in other cases where the applicable law requires its disclosure. Unless there is an overriding public interest in disclosure³³, the *Contracting authority* may refuse to provide full access to the submitted tender, redacting the parts (if any) that contain confidential information, the disclosure of which would undermine the protection of commercial interests of the tenderer, including intellectual property.

👉 The *Contracting authority* will disregard general statements that the whole tender or substantial parts of it contain confidential information. Tenderers need to mark clearly the information they consider confidential and explain why it may not be disclosed. The *Contracting authority* reserves the right to make its own assessment of the confidential nature of any information contained in the tender.

³² For the definition of trade secrets please see Article 2 (1) of DIRECTIVE (EU) 2016/943 on the protection of undisclosed know-how and business information (trade secrets) against their unlawful acquisition, use and disclosure.

³³ See Article 4 (2) of the REGULATION (EC) No 1049/2001 regarding public access to European Parliament, Council and Commission documents.

APPENDIX: LIST OF REFERENCES

<i>Award criteria</i>	See Section 3.4
<i>Contracting authority</i>	See Section 1.1
<i>Entities on whose capacities the tenderer relies to fulfil the selection criteria</i>	See Section 2.4.3
<i>EU Validation services</i>	See Section 2.3 EU Grants and Tenders Rules on Legal Entity Validation, LEAR appointment and Financial Capacity assessment
<i>Exclusion criteria</i>	See Section 3.1
<i>Financial Regulation</i>	Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union
<i>Group leader</i>	See Section 2.4.1
<i>Identified subcontractors</i>	See Section 2.4.2
<i>Involved entities</i>	See Section 2.4
<i>Joint tender</i>	See Section 2.4.1
<i>Participant Register</i>	See Section 2.3 https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/how-to-participate/participant-register
<i>Selection criteria</i>	See Section 3.2
<i>Sole tenderer</i>	See Section 2.4
<i>Subcontracting/subcontractor</i>	See Section 2.4.2
<i>Treaties</i>	The EU Treaties: https://europa.eu/european-union/law/treaties_en

ANNEXES

Annex 1. List of documents to be submitted with the tender or during the procedure

Description	Sole tenderer	Joint tender		Identified Subcontractor	Entity on whose capacity is being relied	When and where to submit the document?	Instructions for uploading in eSubmission (if applicable)	
		Group leader	Member of the group				How to name the file?	Where to upload?
1. Identification and information about the tenderer.								
eSubmission view								
<div><div></div><div>Ways to submit</div><div></div><div>Parties</div><div></div><div>Tender data</div><div></div><div>Submission report</div><div></div><div>Submit</div></div>								
<div>Declaration on Honour on Exclusion and Selection Criteria (see Section 3.1)</div> <div>model in Annex 2. Declaration on Honour on exclusion and selection criteria</div>	<div>☒</div>	<div>☒</div>	<div>☒</div>	<div>☒</div>	<div>☒</div>	<div>With the tender in eSubmission</div>	<div>Declaration on Honour'</div>	<div>With the concerned entity under 'Parties' →'Identification tenderer' →'Attachments'→'Declaration on Honour'.</div> <div>For entities on whose capacity is being relied and who are not subcontractors, the document must be uploaded in the section of the Sole tenderer or Group leader:</div> <div>→'Identification tenderer' →'Attachments'→'Other</div>

								documents'.
Evidence that the person signing the documents is an authorised representative of the entity ³⁴	☒	☒	☒			With the tender in eSubmission	'Authorisation to sign' documents'.	With the concerned entity under 'Parties' → 'Identification tenderer' → 'Attachments' → 'Other documents'.
Power of attorney (see Section 2.4.1) model in Annex 3. Power of attorney			☒			With the tender in eSubmission	'Power of attorney'	In the Group leader's section under 'Parties' → 'Identification tenderer' → 'Attachments' → 'Other documents'.
List of identified subcontractors (see Section 2.4.2) model in Annex 4. List of identified subcontractors	☒	☒				With the tender in eSubmission	"List of identified subcontractors"	In the Sole tenderer's or the Group leader's section under 'Parties' → 'Identification tenderer' → 'Attachments' → 'Other documents'.
Commitment letter (see Section 2.4.2 and 2.4.3)				☒ (model in Annex 5.1)	☒ (model in Annex 5.2)	With the tender in eSubmission	'Commitment letter'	With the concerned entity under 'Parties' → 'Identification tenderer' → 'Attachments' → 'Other documents'.
Evidence of non-exclusion (see Section 3.1)	☒	☒	☒	☒	☒	Only upon request by <i>the Contracting authority</i> At any time during the	n.a.	n.a.

³⁴ A document that the Contracting authority can access on a national database free of charge does not need to be submitted if the Contracting authority is provided with the exact internet link and, if applicable, the necessary identification data to retrieve the document.

						procedure		
Evidence of legal existence and status	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			Only upon request by <i>the EU Validation services</i> At any time during the procedure In the Participant Register	n.a.	n.a.
Evidence of legal capacity (see Section 3.2.1)						Only upon request by <i>the Contracting authority</i> At any time during the procedure		n.a.
Evidence of economic and financial capacity F1 (see Section 3.2.2)	<p>The documents must be provided</p> <p>only by the <i>involved entities</i></p> <p>who contribute to reaching the minimum capacity level</p> <p>for criterion F1</p>					With the tender in eSubmission	'Balance_sheet_entity_year" Profit_Loss_Account_entity_year"	With the Group leader or the sole tenderer under 'Parties' → 'Identification tenderer' → 'Attachments' → 'Economic and financial capacity'.
Evidence of technical and professional capacity T1 to T4 (see Section 3.2.3)	<p>The documents must be provided</p> <p>only by the <i>involved entities</i></p> <p>who contribute to reaching the minimum capacity level</p>					With the tender in eSubmission	'Project_reference_No.1" 'Project_reference_No.2" 	With the Group leader or the sole tenderer under 'Parties' → 'Identification tenderer' → 'Attachments' → 'Technical and professional capacity'.

	for criterion T1 to T4							
2. Tender data.								
eSubmission view								
<div><div><div></div><div></div><div></div><div></div><div></div></div><div>Ways to submitPartiesTender dataSubmission reportSubmit</div></div>								
Failure to upload the following documents in eSubmission will lead to rejection of the tender.								
Technical offer (see Section 4.2)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				With the tender in eSubmission	'Technical offer'	Under section 'Tender Data' → 'Technical offer'
Financial offer (see Section 4.2) [model in Annex 6]	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				With the tender in eSubmission	'Financial offer'	Under 'Tender Data' → 'Financial offer'

Annex 2. Declaration on Honour on exclusion and selection criteria (version May 2021)

Declaration on honour on exclusion criteria and selection criteria

Procedure reference number: TRADE/2022/OP/0008

Procedure title: Trade Sustainability Impact Assessment (SIA) in support of Free Trade Agreement (FTA) and Investment Protection Agreement (IPA) negotiations between the European Union and the Republic of India

A. Declaration on honour on exclusion criteria

[Option 1 when the candidate or tenderer is a legal person]

The undersigned *[insert name and surname of the signatory of this form]*, representing the following legal person:

Full official name:

Official legal form:

Statutory registration number:

Full official address:

VAT registration number:

Referred to below as **‘the person’**

[Option 2 when the candidate or tenderer is a natural person]

The undersigned *[insert name and surname of the signatory of this form]*, with ID or passport number *[insert number]*, representing himself or herself:

Referred to below as **‘the person’**

The person is not required to submit the declaration on exclusion criteria if the same declaration has already been submitted for the purposes of another award procedure of the same contracting

authority³⁵, provided the situation has not changed, and that the time that has elapsed since the issuing date of the declaration does not exceed one year.

In this case, the signatory declares that the person has already provided the same declaration on exclusion criteria for a previous procedure and confirms that there has been no change in its situation:

Date of the declaration	Full reference to previous procedure

I – Situations of exclusion concerning the person

(1) declares that the person is in one of the following situations:	YES	NO
(a) it is bankrupt, subject to insolvency or winding-up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under Union or national law;	<input type="checkbox"/>	<input type="checkbox"/>
(b) it has been established by a final judgement or a final administrative decision that the person is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;	<input type="checkbox"/>	<input type="checkbox"/>
(c) it has been established by a final judgement or a final administrative decision that the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:		
(i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of eligibility or selection criteria or in the performance of a contract or an agreement;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) entering into agreement with other persons or entities with the aim of distorting competition;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) violating intellectual property rights;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) attempting to influence the decision-making process of the contracting authority during the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>

³⁵ The same EU institution, agency, body or office.

(d) it has been established by a final judgement that the person is guilty of any of the following:		
(i) fraud, within the meaning of Article 3 of Directive (EU) 2017/1371 and Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) corruption, as defined in Article 4(2) of Directive (EU) 2017/1371 or active corruption within the meaning of Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997, or conduct referred to in Article 2(1) of Council Framework Decision 2003/568/JHA, or corruption as defined in other applicable laws;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) conduct related to a criminal organisation, as referred to in Article 2 of Council Framework Decision 2008/841/JHA;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) money laundering or terrorist financing, within the meaning of Article 1(3), (4) and (5) of Directive (EU) 2015/849 of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(v) terrorist offences or offences related to terrorist activities as well as of inciting, aiding, abetting or attempting to commit such offences as defined in Articles 3, 14 and Title III of Directive (EU) 2017/541 of the European Parliament and of the Council of 15 March 2017 on combating terrorism;	<input type="checkbox"/>	<input type="checkbox"/>
(vi) child labour or other offences concerning trafficking in human beings as referred to in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(e) it has shown significant deficiencies in complying with the main obligations in the performance of a contract or an agreement financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by a contracting authority, the European Anti-Fraud Office (OLAF) or the Court of Auditors;	<input type="checkbox"/>	<input type="checkbox"/>
(f) it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;	<input type="checkbox"/>	<input type="checkbox"/>
(g) it has been established by a final judgment or final administrative decision that the person has created an entity in a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration or principal place of business.	<input type="checkbox"/>	<input type="checkbox"/>
(h) (only for legal persons) it has been established by a final judgment or final administrative decision that the person has been created with the intent referred to in point (g).	<input type="checkbox"/>	<input type="checkbox"/>

(2) declares that, for the situations referred to in points (1) (c) to (1) (h) above, in the absence of a final judgement or a final administrative decision, the person is ³⁶ :	YES	NO
i. subject to facts established in the context of audits or investigations carried out by the European Public Prosecutor's Office, the Court of Auditors, or the internal auditor, or any other check, audit or control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body;	<input type="checkbox"/>	<input type="checkbox"/>
ii. subject to non-final judgments or non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics;	<input type="checkbox"/>	<input type="checkbox"/>
iii. subject to facts referred to in decisions of entities or persons being entrusted with EU budget implementation tasks;	<input type="checkbox"/>	<input type="checkbox"/>
iv. subject to information transmitted by Member States implementing Union funds;	<input type="checkbox"/>	<input type="checkbox"/>
v. subject to decisions of the Commission relating to the infringement of Union competition law or of a national competent authority relating to the infringement of Union or national competition law;	<input type="checkbox"/>	<input type="checkbox"/>
vi. informed, by any means, that it is subject to an investigation by the European Anti-Fraud office (OLAF): either because it has been given the opportunity to comment on facts concerning it by OLAF, or it has been subject to on-the-spot checks by OLAF in the course of an investigation, or it has been notified of the opening, the closure or of any circumstance related to an investigation of the OLAF concerning it.	<input type="checkbox"/>	<input type="checkbox"/>

II – Situations of exclusion concerning natural or legal persons with power of representation, decision-making or control over the legal person and beneficial owners

Not applicable when the tenderer/candidate is a natural person, a Member State or a local authority

(3) declares that a natural or legal person who is a member of the administrative, management or supervisory body of the person, or who has powers of representation, decision or control with regard to the person (this covers e.g. company directors, members of management or supervisory bodies, and cases where	YES	NO	N/A
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³⁶ The declaration under this point (2) is voluntary and it cannot have adverse legal effect on the economic operator until the conditions of Article 141(1) (a) FR are met.

one natural or legal person holds a majority of shares), or a beneficial owner of the person (as defined by point 6 of Article 3 of Directive (EU) No 2015/849) is in one of the following situations:			
Situation (1)(c) above (grave professional misconduct)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (1)(d) above (fraud, corruption or other criminal offence)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (1)(e) above (significant deficiencies in performance of a contract)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (1)(f) above (irregularity)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (1)(g) above (creation of an entity with the intent to circumvent legal obligations)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (1)(h) above (person created with the intent to circumvent legal obligations)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

III – Situations of exclusion concerning natural or legal persons assuming unlimited liability for the debts of the legal person

Not applicable when the tenderer or candidate is a natural person, a Member State, a local authority or legal persons with limited liability

(4) declares that a natural or legal person that assumes unlimited liability for the debts of the person is in one of the following situations:	YES	NO	N/A
Situation (a) above (bankruptcy)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (b) above (breach in payment of taxes or social security contributions)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

IV – Other grounds for rejection from this procedure

(5) declares that the person:	YES	NO
was previously involved in the preparation of the procurement documents used in this award procedure, where this entailed a breach of the principle of equality of treatment including distortion of competition that cannot be remedied otherwise.	<input type="checkbox"/>	<input type="checkbox"/>

V – Remedial measures

If the person declares one of the situations of exclusion listed above, it may indicate remedial measures it has taken to remedy the exclusion situation, in order to allow the authorising officer to determine whether such measures are sufficient to demonstrate its reliability. This may include e.g. technical, organisational and personnel measures to prevent further occurrence, compensation of damage or payment of fines or of any taxes or social security contributions. The relevant documentary evidence, which illustrates the remedial measures taken, must be provided

in annex to this declaration. This does not apply for situations referred in point (1) (d) of this declaration.

VI – Evidence upon request

Upon request and within the time limit set by the contracting authority the person must provide information on natural or legal persons that are members of the administrative, management or supervisory body or that have powers of representation, decision or control, including legal and natural persons within the ownership and control structure and beneficial owners and appropriate evidence that none of those persons are in one of the exclusion situations referred to in (1) (c) to (f).

It must also provide the following evidence concerning the person itself and the natural or legal persons on whose capacity the person intends to rely, or a subcontractor and concerning the natural or legal persons which assume unlimited liability for the debts of the person:

- **For situations described in points (1): (a), (c), (d), (f), (g) and (h) above, a recent extract from the judicial record or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied.**
- For the situations described in point (1) (a), (b), recent certificates issued by the competent authorities of the the country of establishment. These documents must provide evidence covering all taxes and social security contributions for which the person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above is not issued in the country of establishment, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

The person is not required to submit the evidence if it has already been submitted for another award procedure of the same contracting authority³⁷. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
<i>Insert as many lines as necessary.</i>	

The person is not required to submit the evidence if it can be accessed on a national database free of charge.

³⁷ The same institution or agency.

The signatory declares that the following internet address of the database/identification data provide access to the evidence required.

Internet address of the database	Identification data of the document
<i>Insert as many lines as necessary.</i>	

B. Declaration on honour on selection criteria

I – Selection criteria

Selection criteria applicable to the tenderer/candidate as a whole-consolidated assessment

(to be filled ONLY by the sole candidate/tenderer or the group leader in case of a joint tender)

The person, being a sole candidate/tenderer/the group leader of a joint tender/request to participate, submitting a request to participate/tender for the above procedure, declares that:

the candidate/tenderer, including all members of the group in case of joint tender/request to participate, subcontractors and entities on whose capacity the tenderer intends to rely if applicable:	YES	NO
(a) fulfils all the selection criteria for which a consolidated assessment will be made as provided in the tender specifications.	<input type="checkbox"/>	<input type="checkbox"/>
(b) is not subject to conflicting interests which may negatively affect the contract performance.	<input type="checkbox"/>	<input type="checkbox"/>

In case of a procedure with lots the above statements apply to the lot(s) for which the request to participate/tender is submitted.

II – Evidence upon request

The person must be able to provide the selection criteria supporting documents listed in the relevant sections of the tender specifications.

Where the evidence is not required to be provided with the request to participate/tender, the person is invited to prepare in advance the documents related to the evidence, since the contracting authority may request to provide these in a short deadline.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure of the same contracting authority³⁸. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

³⁸ The same institution or agency.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
<i>Insert as many lines as necessary.</i>	

The person is not required to submit the evidence if it can be accessed on a national database free of charge.

The signatory declares that the following internet address of the database/identification data provide access to the evidence required.

Internet address of the database	Identification data of the document
<i>Insert as many lines as necessary.</i>	

C. Declaration on honour on established debt to the union

(to be filled ONLY by the sole candidate/tenderer or the group leader in case of a joint tender)

The person, being a sole candidate/tenderer/the group leader of a joint tender/request to participate, submitting a request to participate/tender for the above procedure, declares that:

the candidate/tenderer, including each member of the group in case of joint tender/request to participate, subcontractors,	YES	NO
does not have an established debt to the Union.	<input type="checkbox"/>	<input type="checkbox"/>

The above-mentioned person must immediately inform the contracting authority of any changes in the situations as declared.

The above-mentioned person may be subject to rejection from this procedure and to administrative sanctions (exclusion or financial penalty) if any of the declarations or information provided as a condition for participating in this procedure prove to be false.

Full name:

Date:

Signature:

The declaration is to be signed with:

1. Electronic signature (recommended option):

In case you have the possibility to sign the declaration using a qualified electronic signature (QES), please have it signed electronically by your authorised representative(s). Please note that only the qualified electronic signature (QES) within the meaning of Regulation (EU) No 910/2014 (eIDAS Regulation) will be accepted.

Before sending back your electronically signed document, please check the signature and validity of the certificate with one of the following tools:

- *DSS Demonstration validation tool available at <https://ec.europa.eu/cefdigital/DSS/webapp-demo/validation> can help you check the validity of a certificate by indicating the number and type of valid signatures in a document.*
- *EU Trusted List Browser can be consulted in order to check whether the electronic signature provider and the trust service it provides are part of European Union Trusted List: <https://webgate.ec.europa.eu/tl-browser/#>*

To make sure you use a QES compliant to eIDAS Regulation, you need to check that both the service provider and the qualified certificate generation service used are included in the EU Trusted List Browser.

2. Handwritten signature:

In case you do not have the possibility to sign the declaration using a qualified electronic signature (QES), please fill it in electronically, then print it and have it signed and dated by your authorised representative(s) using a hand-written signature.

Annex 3. Power of attorney

Call for tenders TRADE/2022/OP/0008 -

Trade Sustainability Impact Assessment (SIA) in support of Free Trade Agreement (FTA) and Investment Protection Agreement (IPA) negotiations between the European Union and the Republic of India

POWER OF ATTORNEY

The undersigned:

– Signatory (Name, Function, Company, Registered address, VAT Number)

having the legal capacity required to act on behalf of his/her company,

HEREBY AGREES TO THE FOLLOWING:

- 1) To submit a joint tender as a member of a group of tenderers (the Group), constituted by Company 1, Company 2, Company N (Group members), and led by Company 1 (Group leader), in accordance with the conditions specified in the tender specifications and the terms specified in the tender to which this Power of attorney is attached.
- 2) If the *Contracting authority* awards the contract resulting from this call for tenders to the *Group* on the basis of the joint tender to which this power of attorney is attached, all *Group members* shall be considered parties to the contract in accordance with the following conditions:
 - (a) All *Group members* shall be jointly and severally liable towards the *Contracting authority* for the performance of the contract.
 - (b) All *Group members* shall comply with the terms and conditions of the contract and ensure the proper delivery of their respective share of the services and/or supplies subject to the contract.
- 3) Payments by the *Contracting authority* related to the services and/or supplies subject to the Contract shall be made through the bank account of the *Group leader*: [Provide details on bank, address, account number].
- 4) The *Group members* grant to the *Group leader* all the necessary powers to act on their behalf in the submission of the tender and the conclusion of the contract, including:
 - (a) The *Group leader* shall submit the tender on behalf of all *Group members* and indicate in the "Tender Contact Info" section in eSubmission the name and e-mail address of an individual - single point of contact authorised to communicate officially with the *Contracting authority* in connection with the submitted tender on behalf of all *Group members*, including in connection with all relevant questions, clarification requests, notifications, etc., that may be received during the evaluation, award and until the contract signature.
 - (b) The *Group leader* shall sign any contractual documents — including the contract, and amendments thereto — and issue any invoices related to the performance of the contract

on behalf of all *Group members*.

- (c) The *Group leader* shall act as a single contact point with the *Contracting authority* in the delivery of the services and/or supplies subject to the contract. It shall co-ordinate the delivery of the services and/or supplies by the *Group* to the *Contracting authority*, and shall see to a proper administration of the contract.

Any modification to the present Power of attorney shall be subject to the *Contracting authority*'s express approval. This Power of attorney shall expire when all the contractual obligations of the *Group* have ceased to exist. The parties cannot terminate it before that date without the *Contracting authority*'s consent.

Place and date:

Name (in capital letters), function, company and signature:

Annex 4. List of identified subcontractors

Identification details	Roles/tasks during contract execution	Proportion of subcontracting (% of contract volume)
[Full official name Registered address Statutory registration number VAT registration number]		
[Full official name Registered address Statutory registration number VAT registration number]		
[REPEAT AS MANY TIMES AS THE NUMBER OF IDENTIFIED SUBCONTRACTORS]		
Other subcontractors that do not need to be identified under Section 2.4.2		
	TOTAL % of subcontracting	0,00%

Annex 5.1. Commitment letter by an identified subcontractor

[Letterhead, if any]

European Commission

Call for tenders Ref. TRADE/2022/OP/0008

Attn:

[Insert date]

Commitment letter by identified subcontractor

I, the undersigned,

Name:

Function:

Company:

Registered address:

VAT Number:

having the legal capacity required to act on behalf of the company *[insert name of the entity]* hereby confirm that our company agrees to participate as subcontractor in the offer of [insert name of the tenderer] for the call for tenders TRADE/2022/OP/0008 – Trade Sustainability Impact Assessment (SIA) in support of Free Trade Agreement (FTA) and Investment Protection Agreement (IPA) negotiations between the European Union and the Republic of India.

In the event that the tender of the aforementioned tenderer is successful, *[insert name of the subcontractor]* commits itself to make available the resources necessary for performance of the contract as a subcontractor and to carry out the services that will be subcontracted to it in compliance with the terms of the contract. It further declares that it is not subject to conflicting interests which may negatively affect the contract performance and that it accepts the general conditions attached to the tender specifications for the above call for tenders, in particular the contractual provisions related to checks and audits.

Done at:

Name:

Position:

Signature:

Annex 5.2. Commitment letter by an entity on whose capacities is being relied

[Letterhead, if any]

European Commission

Call for tenders Ref. TRADE/2022/OP/0008

Attn:

[Insert date]

Commitment letter by an entity on whose capacity is being relied

I, the undersigned,

Name:

Function:

Company:

Registered address:

VAT Number:

having the legal capacity required to act on behalf of the company *[insert name of the entity]* hereby confirm that our company **authorises the *[insert name of the tenderer]* to rely on its [financial and economic capacity] [technical and professional capacity] in order to meet the minimum levels** required for the call for tenders TRADE/2022/OP/0008 – Trade Sustainability Impact Assessment (SIA) in support of Free Trade Agreement (FTA) and Investment Protection Agreement (IPA) negotiations between the European Union and the Republic of India.

In the event that the tender of the aforementioned tenderer is successful, *[insert name of the entity]* commits itself to make available the resources necessary for performance of the contract. It further declares that it is not subject to conflicting interests which may negatively affect the contract performance, and that it accepts the general conditions attached to the tender specifications for the above call for tenders, in particular the contractual provisions related to checks and audits.

Done at:

Name:

Position:

Signature:

Annex 6. Financial offer form

QUOTATION FORM FOR PRICE - TRADE/2022/OP/0008

Tenderers are required to quote a rate for all of the following tasks

COSTS	Rates per day (Euro)	Number of Units	TOTAL (EUR)
UNIT RATES <u>Honoraria</u> : * - Project manager - Expert in analysing econometrics and economic modelling - Experts in analysing social, environmental and labour impact of trade tools/provisions in trade agreements			
TOTAL COST of contract			

* The honoraria are to be detailed for the purposes of comparison. It is understood that the resulting total will be treated as lump-sum. Such a lump-sum shall cover all the contractor's costs in order to manage the contract as well as the contractor's commercial margin. Therefore, it shall cover, inter alia, the travel and subsistence costs incurred by the contractor to attend the meetings explicitly required by this contract at the moment of the submission of the tender, the management team and supporting staff costs and all administrative costs necessary to carry out the tasks of the contract (offices, communications, printing costs of documents, dispatch costs, etc.).