



EUROPEAN COMMISSION

**DIRECTORATE-GENERAL FOR FINANCIAL STABILITY, FINANCIAL SERVICES AND CAPITAL
MARKETS UNION**

Resources (Finance – IT)

European Commission

Call for tenders FISMA/2022/OP/0001

Study on economic impact of EU sanctions

Open procedure

TENDER SPECIFICATIONS

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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 Financial Stability, Financial Services and Capital Markets Union, 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 a Study on economic impact of EU sanctions.

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 objective

Restrictive measures (sanctions) are an essential tool of the EU's common foreign and security policy (CFSP), through which the EU can intervene to prevent conflict, defend human rights, or respond to crises around the world. They consist of a range of different measures, including asset freezes, travel bans, arms embargoes and various economic or trade restrictions such as import and export bans. Always deployed alongside other tools, such as diplomacy, EU sanctions seek to bring about a desired change in policy or activity of governments of non-EU countries, as well as companies, groups, organisations and individuals.

The use of sanctions by the EU over the past years has increased. The EU currently has over forty different sanctions regimes in place. Some are adopted by the United Nations Security Council and are simply taken over by the EU (which transposes them into EU law), whereas others are adopted autonomously by the EU either independently (as EU autonomous sanctions regimes) or in addition to existing UN sanctions measures (as mixed EU-UN sanctions regimes). The vast majority of EU sanctions regimes concern a specific situation in individual countries (e.g. Venezuela, Belarus, Russia, Iran, Afghanistan and North Korea), but a few are “horizontal” in nature and focus on particular themes (such as human rights, terrorism, chemical weapons and cyber-attacks).

In order to avoid any potential unintended impact on the civilian population, EU sanctions are carefully targeted at those responsible for the actions the EU wants to influence and designed to be proportionate to the objectives they seek to achieve. Many EU sanctions also contain exceptions, for instance for the delivery of humanitarian aid, to further mitigate any unintended consequences.

The European Commission is in charge of supporting and monitoring the implementation and enforcement of EU sanctions across EU Member States under Article 17 of the Treaty on European Union (TEU). In its [Communication](#) of 19 January 2021, entitled ‘The European economic and financial system: fostering openness, strength and resilience’, the Commission announced that it would step up measures to increase the effective implementation and enforcement of EU sanctions.

Despite the breadth of EU experience with sanctions, the economic impact of EU restrictive measures is insufficiently understood and only a few studies so far have examined it.

Policy making and implementation would benefit from a systematic framework for measuring the economic impact of its restrictive measures. Further insight should be made available at the European level to:

- (1) increase the EU’s understanding of the economic impact of its sanctions on the listed individuals and entities, EU operators and third-country economies;
- (2) contribute to the assessment of the overall effectiveness of EU sanctions; and
- (3) inform the design of future sanctions regimes by learning from the effectiveness of previously imposed EU sanctions.

1.4.2. Detailed characteristics of the purchase

1.4.2.1. *Global objective*

The global objective of this study is to develop a methodology for assessing the economic impact of EU sanctions and to apply that methodology to a number of selected cases to demonstrate the feasibility of the proposed framework.

1.4.2.2. *Specific objectives*

The specific objectives of the proposed study are to

- provide a review and critical evaluation of the existing research related to the topic of the study;
- develop a detailed methodology for analysing the economic impact of EU sanctions, including a description of the concrete steps, options and approaches, that can be replicated and adapted to different types of sanctions and sanctions combinations; and
- test this methodology on a number of selected case studies to demonstrate its usefulness and highlight the related conditions, limitations and issues identified or foreseen.

The ‘economic impact of EU sanctions’ is understood as meaning the impact of EU sanctions on:

- the economic development of third countries with listed persons and entities directly affected by EU sanctions;
- the wider economic sectors of which those listed persons and entities by EU sanctions are part of in those third countries;
- the listed persons and entities themselves;
- trade patterns between the EU and third countries directly concerned; and
- EU companies operating in or with third countries directly affected by EU sanctions.

Although these Terms of Reference provide an indication of what is needed and how this

should be achieved, the Tenderer is expected to propose a detailed plan to assure the achievement of the abovementioned specific objectives.

It must clearly explain the steps that will be undertaken to carry out the different tasks, as well as their sequencing and specify which methods will be used to collect data and evidence not only to assess the impact of the sanctions but also to justify the existence of problems and their drivers, what sources will be used, how quality and completeness of information will be ensured and how results will be triangulated.

1.4.2.3. *Sources of information*

To achieve its objectives, the study should build, among others, on the relevant EU sanctions regulations, economic data, policy and scholarly publications as well as the Contractor's own research.

1.4.2.4. *Stakeholders*

The Contractor will have to consult the *Contracting authority* during the performance of the study whenever necessary and in particular reflect its comments on the draft inception, progress, interim and final reports in their final versions. The Contractor is also encouraged to consult other relevant stakeholders.

1.4.2.5. *Requested services, including suggested methodology*

The study should contain the following tasks:

Task 1 - Collect and analyse existing literature

The Contractor should carry out an in-depth literature review and desk research to ensure that the most relevant and up-to-date information and research related to the topic at national, EU and international levels which are relevant for EU sanctions are duly taken into account. The survey of studies on the economic impact of sanctions should focus on the general findings, methodology, sources of information used and levels of analysis.

Private stakeholders

The Contractor will analyse the available (both online and offline) relevant literature, such as reports by consumer and business organisations, academic organisations, legal practitioners and other relevant actors.

Furthermore, the Contractor will analyse available recent studies and surveys.

Public stakeholders

The Contractor will also analyse the available (both online and offline) sources of public authorities (in particular reports by competent authorities in the EU Member States) and information and statistics, including relevant reports, at the national, EU and international levels.

Task 2 – Assess the economic impact of EU sanctions

EU sanctions have high political significance, and their effectiveness cannot be measured by their economic impact alone. Yet, to achieve EU policy objectives and produce the desired change in behaviour, sanctions seek to inflict targeted economic damage on or create disincentives for specific persons and entities or specific sectors of the economy. At the same time, economic sectors and operators in the EU may unintentionally be affected by EU sanctions. A better understanding of the economic impact of EU sanctions both in third

countries subject to EU sanctions and on EU operators is thus essential both for more informed foreign policymaking and for ensuring better implementation and effectiveness of EU sanctions measures.

The Contractor shall analyse in detail the typology of economic impacts focusing in particular on the following aspects:

- Consequences for listed individuals and entities as well as the economy of concerned third countries that can be measured in financial terms (i.e. did the sanctions inflict economic damage or disincentives and who suffered these economic effects? Did the sanctions lead to foreign operators taking up business opportunities lost by EU economic operators?);
- Consequences for business choices or behaviour of EU economic operators (i.e. did the sanctions result in the change of previously existing business practices and did they create a changed economic landscape? Are sanctions being undermined through circumvention practices?);
- Consequences for overall trade and investments between the EU and the third countries concerned (i.e. to what degree did the sanctions affect economic relations at the macro level?).

When assessing the impact of EU sanctions, the study needs to take into account whether other third countries have put in place similar sanctions (in particular G7 partner countries) but should focus its assessment on EU sanctions. Moreover, the impact of other measures, especially counterterrorism legislation which can be hard to disentangle when sanctions regimes include a counterterrorism element, may have to be considered.

Task 3 – Development of a methodology for evaluating the economic impact of EU sanctions

Building on the research and analysis carried out under Tasks 1–2, a methodology operationalising the most appropriate approach to evaluating the economic impact of EU sanctions should be proposed and described in detail in order to allow replication, future application to further cases and regular assessment of the economic impact of EU sanctions. The Contractor should, among others, specify the approach taken to examine the economic impact that EU sanctions can have on third-country economies, their trade relations with the EU, EU operators, sectors affected by EU sanctions and listed individuals and entities.

Different approaches will likely be needed to operationalise the different aspects of the economic impact of EU sanctions. For instance, the economic development of third countries affected by EU sanctions could be measured in terms of a number of different macro-economic indicators, such as Foreign Direct Investment, trade flows, stocks of or return on foreign investment, while the economic impact on listed individuals and entities could be explored using case studies and firm-level data. Proposals that include more than one of these approaches would be preferred.

As the specific choice of methodology will to a large extent depend on the available data, an analysis of the available data should be undertaken by the Contractor ahead of committing to a particular methodological approach. A description of available data and their utility for examining the economic impact of EU sanctions themselves constitute required contributions to the report to be submitted by the Contractor, as described further below. Since the availability of data may also differ depending on the sanctions regime, the study should provide for flexibility in choosing the most appropriate approach for different sanctions

contexts (e.g. for particular countries/regions, types of sectoral measures or listed entities).

The study should also outline the particular approach in terms of its scope (e.g. by specifying the timeframe adopted by the analysis) and the conceptual and/or methodological reasons for these choices. For instance, does the proposed approach examine the full duration of the sanctions regime and take into account potential changes over time (e.g. as a result of new sanctions listings) or focus on a specific time-period (e.g. the last 5 years for which data is available or compare a few years before and after the imposition of sanctions to examine its effects)? The Contractor is encouraged to choose an appropriate peer group (persons and entities with similar characteristics but not affected by the studied sanctions, e.g. from a neighbouring country), where applicable, or to explore other methodological tools, in order to seek to isolate the impact of sanctions from other confounding factors to the largest extent possible.

The ***Contracting Authority*** reserves the right to terminate the project, should the proposed methodological framework as presented in the Interim report not allow for a meaningful application to concrete cases of EU sanctions regimes. The Contractor is expected to include in its interim report a recommendation on whether the methodology is fit for purpose, as well as a specification of how exactly it would be applied and the preliminary set of cases which the Contractor is planning to examine.

Should the contract be terminated at the stage of the Interim report the final payment of the contract will be 50% of the total value.

Task 4 - Case selection and analysis of the cases

Given the large number of EU sanctions regimes and the relative lack of research on the economic impact of sanctions in general, a comprehensive assessment of all EU sanctions regimes is not feasible within the framework of this study. However, to validate the methodology developed under Task 3, it should be applied in a limited number of in-depth case studies of EU sanctions regimes. The focus should be on autonomous EU sanctions regimes, rather than mixed EU-UN or transposed UN sanctions regimes. The case studies should include a mix of:

- Geographic sanctions regimes with individual/entity listings only;
- Horizontal sanctions regimes with individual/entity listings only; and
- Geographic sanctions regimes including sectorial measures.

A minimum of 5 case studies should be presented as part of the study, which should take into account the above-mentioned criteria. The selection of regimes is to be proposed by the Contractor and to be approved by the *Contracting authority*. Some sanctions regimes might be selected because they have induced examinable economic effects (e.g. recent restrictions on the Belarusian potash sector), or alternatively other sanctions may be studied because of the quality of available data. The cases themselves should be examined on the appropriate level (e.g. individual, firm, sectorial, national, international, or Union) in line with the proposed methodology.

The specific cases to be analysed should be selected after an exploratory survey of the available data. In this respect, it may be useful to analyse sanctions regimes with different characteristics (asset freezes, sectorial measures) that may provide research-based reflections that can be considered in potential future reviews of EU sanctions regimes.

The degree of overlap between EU and non-EU sanctions, while relevant in the final

assessment, should not play a role in the case selection. The focus should be on EU autonomous measures, which are the only ones for which policy orientations should be usefully drawn from the study.

The case studies may include for example macro-economic analyses of the economic impact of EU sanctions on EU operators and the economies of third countries, case studies of economic impact of EU sanctions on selected listed individuals or entities, or detailed analyses of the impact of EU sanctions measures on a particular sector of the economy.

Task 5 – Validation of results and conclusions

The study should come to conclusions on:

- the types and the extent of economic impact caused by EU sanctions to the listed individuals and entities targeted as well as the EU economic operators operating in and with third countries directly concerned, which need to be covered by the recommended methodology;
- differences in economic impact between the selected EU sanctions regimes to be captured by the recommended methodology, based e.g. on:
 - (i) types of sanctions in place,
 - (ii) number and/or type of listings,
 - (iii) prior economic relations between the affected geographies and the EU; and
 - (iv) possible other differentiators, including economic developments not caused by sanctions;
- a recommended methodology to perform economic impact assessment of EU sanctions based on available microeconomic and/or macroeconomic data;
- the assessment of the economic impact of selected sanctions and, where possible, of EU sanction regimes more broadly.

1.4.2.6. Required outputs

The main required output of the project is a replicable and tested methodology for assessing the economic impact of EU sanctions as described above.

The deliverables include an inception report, a progress report, an interim report and a final report. The project reporting requirements, as well as their content and timing, are specified below.

In addition, the Contractor shall provide all supporting data in an electronic format agreed with the *Contracting Authority* during the inception phase (e.g. Excel files), including the raw data collected (unless not possible due to database licensing limitations), the processed data, together with the appropriate metadata (documentation, manuals, help files, etc., including a detailed description of the variables, its sources and variable codes, and formulas).

Where available, the Contractor shall also provide scripts made available in a programming language agreed with the *Contracting Authority* during the inception phase (e.g. Stata; R) that were used for data transformation purpose, estimation of econometric models, or that would allow the automatic update of the underlying datasets.

The Contractor shall check the accuracy of data collected and indicate data control tools and

mechanisms used or proposed, in order to provide the *Contracting Authority* with assurance of the quality of data collected or the representativeness of the results in case of surveys or firm-level analysis.

The data templates (e.g. spreadsheets with functions) to be shared should permit the methodology and analysis to be re-used towards different sanctions regimes or time periods. The Contractor should also provide for a demonstration to the Commission staff that would permit the replication and re-use of the methodology for evaluation and analysis of the economic impact of EU sanctions.

1.4.3. Timeline and Deliverables

1.4.3.1. *Phases of the study*

The work will be structured around three main phases:

1. Inception phase – Deliverables: Kick-off meeting & Inception report

During this initial phase the objective consists of analysing in detail the work to be carried out and in making an initial mapping of the scope for the assessment, the available literature and data and expectations for the methodology to be developed.

This phase will include a kick-off meeting/briefing in Brussels with physical or virtual attendance by the Project Manager and the main contributors. This kick-off meeting will consist of a meeting with the *Contracting authority* and, if so requested by the *Contracting authority*, of a presentation to the Expert Group on Union Restrictive Measures and Extra-territoriality:

- (a) a first initial meeting between the core Contractor staff (Project Manager and Senior Quality Control Legal Expert) and the *Contracting authority*. The Contractor will present the detailed planning of the study, map out the planned work and clarify/discuss any possible outstanding issues.
- (b) possibly a presentation (with virtual or physical attendance) in the Expert Group on Union Restrictive Measures and Extra-territoriality: the objective is to present the work ahead and gather immediate feedback from Member States' national competent authorities.

The inception phase will conclude with an Inception report that will outline the scope of the work and detailed planning.

2. Methodology phase – Deliverables: Progress report & Interim report

During the methodology phase, the Contractor shall conduct background research, literature review, and conceptualization of the economic impact of EU sanctions. On this basis, the Contractor shall develop a re-usable methodology for assessing the economic impact of EU sanctions.

The Progress report, which should also include a draft methodology and a tentative case selection, is to be presented during a virtual or in-person meeting in Brussels by the Project Manager with possible attendance of additional experts by videoconference as needed/considered appropriate.

It is up to the Contractor to select the experts responsible for presenting the proposed methodology.

The Contractor is expected to develop the methodological framework based on a theoretical conceptualization as well as on the availability of quality data that would allow for the analysis of concrete cases. In the Interim report, the Contractor is also expected to address any shortcoming, lack of consistency or incompleteness identified in the feedback received on the Progress report.

The Contracting Authority reserves the **right to terminate the project following the Interim report**, should the proposed methodological framework as presented in the Interim report not allow for a meaningful application to concrete cases of EU sanctions regimes. The Contractor is expected to include in its Interim report a recommendation on whether the methodology is fit for this purpose, as well as a specification of how exactly it would be applied and the preliminary set of cases which the Contractor is planning to examine.

Should the *Contracting authority* decide to terminate the project, the Interim report will serve as the Final report.

3. Case analysis phase – Deliverables: Draft final report & Final report

The Contractor is expected to apply the methodological framework and illustrate its utility on concrete cases to provide insights as described under Task 5 above.

Special effort should be made for quality control, accuracy and consistency of the Draft final report.

The Draft final report is to be presented in Brussels by the Project Manager with possible attendance of additional experts by videoconference as needed/considered appropriate.

The Contractor will incorporate any comments received on the Draft final report and address any shortcoming or incompleteness.

The Contractor will present the Final report, which consists of a completed study and will contain both the methodological framework and its application to selected cases, during an in-person meeting in Brussels. The presentation should be given by the Project Manager with possible attendance of additional experts by videoconference as needed/considered appropriate.

Moreover, the Project Manager may be required to give a presentation of the findings to the Expert Group on Union Restrictive Measures and Extra-territoriality by video conference or in physical attendance.

The *Contracting Authority's* approval will be granted after all its comments on the reports have been addressed and upon the effective implementation of the deliverables by the Contractor.

1.4.3.2. *Planned timeline of the study*

Project phase	Deliverable/Milestone/Meeting	Date
Inception phase	Start date of the contract = signature of the contract by both parties	Reference date
	Kick-off meeting	Reference date + 2 week
	Draft inception report	Reference date + 5 weeks
	Final inception report	Reference date + 9 weeks
Methodology phase	Progress report	Reference date + 13 weeks
	Progress report meeting	Reference date + 15 weeks
	Interim report	Reference date + 20 weeks.
	Interim report meeting	Reference date + 22 weeks
Case analysis phase	Draft final report	Reference date + 38 weeks
	Meeting on the draft final report	Reference date + 40 weeks
	Final report	Reference date + 44 weeks

The Contractor shall observe the deadlines for the deliverables irrespective of vacation periods and public holidays that may occur within the duration of the project.

1.4.3.3. *Deliverables*

During the duration of the project, the Contractor shall submit the following deliverables:

Deliverable 1 - Inception report

The inception report shall be comprised of:

- an outline of the scope of the work and a detailed planning of the work;
- detailed presentation of the work to be carried out;
- list of possible indicators of economic impact of sanctions;
- expected issues and suggested ways to address them;
- initial mapping of different EU autonomous sanctions regimes and the available data for studying their different economic impact.

The *Contracting authority* will validate or provide comments on the draft inception report within 2 weeks after the date of its reception. The Contractor must submit the revised report in maximum 2 weeks of receiving the comments. If the *Contracting Authority* has not reacted within this period, the inception report shall be deemed to have been approved. Special attention should be paid to developments not previously identified and potential methodological adjustments as well as limitations, risks and mitigation activities to be put in place.

Deliverable 2 – Progress report

The progress report shall be comprised of:

- an overview of the challenges encountered and the main findings;
- the state of play on data gathering and assessment framework conceptualisation;
- indication of the draft methodology and tentative case selection;
- description of the progress accomplished;
- overview of what remains to be done.

The *Contracting Authority* will validate or provide comments on the progress report within 2 weeks after the date of its reception. The Contractor should address these comments in maximum 2 weeks following their receipt. If the *Contracting Authority* has not reacted within this period, the progress report shall be deemed to have been approved.

Deliverable 3 – Interim report

The interim report shall be submitted by the Contractor to the *Contracting Authority* within 20 (twenty) weeks after the date on which the contract entered into force.

The interim report will provide information concerning the results of Tasks 1 to 3 derived from the data collection and analysis as well as from the methodological framework proposed. Special attention should be paid to developments not previously identified and potential methodological adjustments needed. The interim report will provide some preliminary conclusions for the final report.

In the interim report, the Contractor should indicate clearly the progress made. The interim report will draw conclusions from the analysis of the literature and data processed, present the preliminary results with regards to the proposed methodological framework and introduce the proposed case selection and the related reasoning. The preliminary analysis, conclusions and case selection will be discussed in the interim report meeting with the *Contracting authority*. For this purpose, the Contractor will meet with the *Contracting authority* at its premises or virtually and will introduce the interim report.

The *Contracting authority* will validate or provide comments on the report within 3 weeks after the date of its reception. The Contractor must submit the revised report within 2 weeks of receiving the comments. If the *Contracting Authority* decides that the Interim report is the Final report, this will be taken into account by the Contractor to ensure that the report is of a publishable quality. The *Contracting Authority* may have additional comments that will have to be addressed by the Contractor within 2 weeks from reception of the additional comments. If the *Contracting Authority* has not reacted within this period, the Interim report shall be deemed to have been approved.

Should the *Contracting Authority* decide to terminate the project after Task 3, the Interim report will serve as the Final report and will be the basis for the final payment, which will constitute 50% of the total price of the contract.

In this case, the same contractual clauses with respect to liquidated damages (Article II.15 of the draft service contract) and a reduction of price (Article II.15 and Article II.16 of the draft service contract) as for the Final report apply.

Deliverable 4 – Draft final report & Final report

The final report will present the background data and research findings, as well as the methodological framework proposed. It shall consist of all tasks described above and incorporate the comments and recommendations received.

The final report shall include:

- the purpose and scope of the study;
- the design, methodology and conduct of the study;
- limitations encountered and mitigation measures taken, incl. an overall analysis of the reliability of the available data;
- the evidence found (supported by data visualisations in the form of graphs, tables and charts);
- the analysis carried out;
- the literature review;
- the proposed methodological framework;
- the case studies conducted and their analysis (unless the *Contracting authority* decides to terminate the project after Task3);
- validation of the results and their conclusions.

The draft final report shall be submitted by the Contractor to the *Contracting Authority* within 38 (thirty-eight) weeks after the date on which the contract entered into force.

The *Contracting Authority* will comment on the draft final report within 2 weeks after the date of its reception. The Contractor should address these comments within 2 weeks following their receipt. The *Contracting Authority* and Contractor may then exchange further communication where necessary. If the *Contracting Authority* has not reacted within this period, the draft final study shall be deemed to have been approved.

Within 44 (forty-four) weeks from the date on which the contract entered into force, the Contractor will submit the final study in its definitive format, taking full account of the observations made by the *Contracting Authority* on the draft final study.

Should the *Contracting Authority* still not consider the final study acceptable, the Contractor may be invited to amend it; in this case liquidated damages will be applied in accordance with Article II.15 of the draft service contract.

A reduction in price may be imposed together with liquidated damages under the conditions of Article II.15 and Article II.16, of the draft service contract.

Should the *Contracting Authority* reject the final study, the *Contracting Authority* may terminate the contract in accordance with Article II.18 of the draft service contract.

1.4.3.4. Details on deliverables and quality requirements

Each deliverable will be submitted in an electronic format compatible with Word in English. All supporting data shall be provided in an Excel file and computer code in the format for the respective modelling or data transformation purpose.

The Contractor will have all deliverables verified by a person with a perfect knowledge of the English language.

The Contractor will ensure that all the deliverables are in conformity with the rules on citation of existing work and, as stipulated in article II.13 of the draft service contract, with the ownership of intellectual and industrial property rights, in particular with the licencing of pre-existing rights used for the making of the deliverables, if applicable.

Where information that is not publicly available is provided by other institutions, associations or firms, the accuracy of this information, as expressed in the deliverable, will have to be approved by those who have provided it to the Contractor.

1.4.3.5. Content, structure and graphic requirements of the final deliverables

A. Content

Final report

The final report shall be made up of:

- an abstract of no more than 200 words and an executive summary of maximum 6 pages, in English;
- the report itself (with all tasks fully developed);
- technical annexes, including the technical details and data used for the study (along with available recordings and/or transcripts of conducted case studies);
- a detailed Power Point presentation of the work done and report content;
- a one-pager presenting the key points of the report in a concise, sharp and easily understandable way;
- specific identifiers which must be incorporated on the cover page provided by the *Contracting Authority*;
- the following standard 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.”

The **executive summary** is a succinct overview of the whole study, which is published in isolation from the main text and should therefore stand on its own and be understandable without reference to the study itself. It should report the latter's essential facts. Its purpose is to act as a reference tool, enabling the reader to decide whether or not to read the full text.

The executive summary shall provide information on the:

- (i) purpose/motivation/problem statement;
- (ii) methodology/procedure/approach;
- (iii) results/findings;
- (iv) conclusion/implications/recommendations of the study.

B. Structure

Not applicable in this Contract.

C. 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 Contracting Authority, by applying the graphic rules set out in the European Contracting Authority's Visual Identity Manual, including its logo. The graphic rules, the Manual and further information are available at: [European Commission visual identity](#).

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 the European Contracting Authority's Contractors.

D. Requirements for publication on Internet

The Contracting Authority 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 Contracting Authority supports the Web Content Accessibility Guidelines 2.0 of the W3C.

For full details on the Contracting Authority policy on accessibility for information providers, see: [Europa Web Guide](#) .

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: [Making the Web Accessible: Strategies, standards, and supporting resources to help you make the Web more accessible to people with disabilities](#).

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

The services will be performed at the following locations:

- Kick-off meeting either in person or via video-conference;
- Progress report meeting either in person or via video-conference;
- Interim report meeting either in person or via video-conference;
- Meeting on the draft final report either in person or via video-conference;
- At the Contractor's premises – for all other tasks.

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

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

In direct contracts all the terms governing the provision of the services, supplies or works are defined at the outset. Once signed, they can be implemented directly without any further contract procedures.

👉 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 amount of all purchases under this contract is EUR **250,000**. 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 resulting from the award of this call for tenders will be concluded for at most 12 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](#)³⁰. 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)¹.

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 Procurement² 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**.

👉 *For tenderers established in the United Kingdom:*

👉 Please be aware that following the entry into force of the EU-UK Withdrawal Agreement³ on 1 February 2020 and in particular Articles 127(6), 137 and 138, the references to natural or legal persons residing or established in a Member State of the European Union are to be understood as including natural or legal persons residing or established in the United Kingdom. UK residents and entities are therefore eligible to participate under this call.

¹ 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).

² https://www.wto.org/english/tratop_e/gproc_e/gp_gpa_e.htm

³ Agreement on the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union and the European Atomic Energy Community.

2.2.1. Entities subject to restrictive measures and rules on access top 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 Article 215 of the Treaty on the Functioning of the EU (TFEU)⁴. 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 the 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.

It is mandatory that the contractor or any subcontractors thereof are not subject to restrictive measures substantially affecting the performance of the contract (such as, for instance, asset freezes and/or a prohibition on making funds or economic resources available).

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.

⁴ 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 on 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 tenderer⁵.

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

The following shall not be considered subcontracting:

⁵ 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.

- 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 15%

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 on 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 on the basis of 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 Honour⁶ in the model available in *Annex 2*.⁷ The declaration must be signed by an authorised representative of the entity providing the declaration.


⁶ The European Single Procurement Document (ESPD) may not be used yet in European Commission's calls for tenders.

⁷ 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.

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*⁸.

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).

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 procedure⁹. In any case,

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- ⁸ 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.
- ⁹ 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.

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 do not need to prove specific legal and regulatory capacity to perform the contract.

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	Average yearly turnover of the last two financial years above EUR 500,000.
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.

⚠The evidence of economic and financial capacity does not need to be provided with the tender but may be requested by the *Contracting authority* at any time during the procedure. **Please note that a request for evidence in no way implies that the tenderer has been successful.**

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	
The tenderer must prove experience in the field of economic impact assessment of regulatory policy	
Minimum level of capacity	At least 1 similar (in scope and complexity) project completed in the last three years preceding the tender submission deadline.
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 team delivering the service should include a Project Manager.	
Minimum level of capacity	At least five years' experience in project management within the last seven years, including overseeing project delivery, quality control of delivered service, reporting, client orientation in similar projects and in management of project teams of at least five people.
Basis for assessment	<p>A curriculum vitae of maximum 2 pages covering relevant educational and professional qualifications. The CV must specify:</p> <ul style="list-style-type: none">• The different diplomas obtained;• Languages spoken;• Expertise and experience relevant to the subject matter of the present invitation to tender gathered within the last 7 years as specified above.
Evidence	The <i>Contracting Authority</i> may request copies of the diplomas and contact project references where appropriate.

Criterion T3	
The Project leader, or the expert responsible for overseeing the conceptualisation of the economic impact of EU sanctions and the development of the related methodology to operationalise and measure it, should have strong academic background relevant to the subject of the study.	
Minimum level of capacity	A doctoral degree in a field related to the subject of the study (such as political science and economics), with at least 5 years' experience in research and analysis, including economic data collection and analysis.
Basis for assessment	<p>A curriculum vitae of maximum 2 pages covering relevant educational and professional qualifications. The CV must specify:</p> <ul style="list-style-type: none"> • The different diplomas obtained; • Languages spoken; • List of research/publications relevant to the subject of the study.
Evidence	The <i>Contracting Authority</i> may request copies of the diplomas and contact project references where appropriate.

Criterion T4	
The team delivering the service should include at least one expert in quantitative economics	
Minimum level of capacity	At least 5 years' experience in quantitative economics within the last 7 years, including quantitative economic data collection, analysis and presentation.
Basis for assessment	<p>A curriculum vitae of maximum 2 pages covering relevant educational and professional qualifications. The CV must specify:</p> <ul style="list-style-type: none"> • The different diplomas obtained; • Languages spoken; • Expertise and experience relevant to the subject matter of the present invitation to tender gathered within the last 7 years as specified above.
Evidence	The <i>Contracting Authority</i> may request copies of the diplomas and contact project references where appropriate.

Criterion T5	
The team delivering the service should include at least one expert in EU sanctions law.	
Minimum level of capacity	At least 5 years' experience in EU sanctions law within the last 7 years, including research or legal practice.
Basis for assessment	<p>A curriculum vitae of maximum 2 pages covering relevant educational and professional qualifications. The CV must specify:</p> <ul style="list-style-type: none"> • The different diplomas obtained; • Languages spoken; • Expertise and experience relevant to the subject matter of the present invitation to tender gathered within the last 7 years as specified above.
Evidence	The <i>Contracting Authority</i> may request copies of the diplomas and contact project references where appropriate.

The Contractor will be responsible for mobilizing the appropriate experts to perform the tasks and activities outlined in section 1.4. The study will need to gather contributions from experts in the relevant fields (e.g. EU sanctions law, political science, quantitative economics, trade statistics, etc.). In the performance of these tasks, the Contractor should rely in particular on a team with a good understanding of EU sanctions regimes and the capacity to translate the legal provisions into economic ramifications and the expertise for developing a methodology to assess and monitor the economic impact of EU sanctions.

The tenderer should provide with the tender a list of all the team members, indicating the profiles they are covering.

Language quality check: The project manager and at least one other member of the team mentioned above should have native-level language skills in English, as guaranteed by a certificate or past relevant experience.

Continuity of the service: the tenderers shall confirm the continuity of the team possessing the profile and qualifications mentioned above for the whole duration of the execution of the tasks. They shall inform the contracting authority immediately of any modification occurring in the team delivering the service. Article II.4.7 and II.4.8 of the draft contract attached hereto is applicable.

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

☞ Involved entities must not be subject to conflicting interests which may negatively affect the contract performance. Where the *Contracting Authority* has established such conflicting interests, it may conclude that the tenderer or an involved entity does not possess the required professional capacity to perform the contract to an appropriate quality standard.

A case-by-case assessment would be made in all cases and may, amongst other considerations, take into account such factors as the involvement of tenderers in the provision of advice on tax optimisation or financial interests in the creation of asset registers covered by this project.

The presence of conflicting interests shall be examined during the evaluation phase based on the statements made through the Declarations on Honour and, where applicable, the commitment letters (*Annex 5.1 and Annex 5.2*).

3.3. Compliance with the minimum requirements of the Tender Specifications

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.

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

- **Proposed methodology and tools (70 points)**

This criterion will assess the quality of the methodology proposed for the tasks to be undertaken under section 1.4.2.5.

In particular, it shall assess:

- Relevance and quality of the proposed methodology to carry out the collection and analysis of the existing literature, under task 1 (5 points)
- Relevance and quality of the proposed methodology to assess the economic impact of EU sanctions, under task 2 (20 points)
- Relevance and quality of the proposed methodology for the development of a flexible, re-usable methodological framework to study the different aspects of the economic impact of EU sanctions, under task 3 (25 points)
- Relevance and quality of the proposed methodology for the case selection and the analysis to be carried out, under tasks 4 (20 points)

- **Organisation of the work and resources (20 points)**

This criterion will assess how the roles and responsibilities of the proposed team and of the different legal entities (in case of joint tenders, including subcontractors if applicable) are distributed for each task in relation to the work to be performed. (10 points)

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. It is not a budget requested as part of the financial offer. (10 points)

- **Quality control measures (10 points)**

This criterion will assess the quality control system applied to the service foreseen in these Tender Specifications 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.

3.5. Award (ranking of tenders)

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

1. Price - 20%

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 – 80%

The evaluation committee will consider further only those tenders that have obtained at least 60% on each award criterion and an overall technical quality score of 75 points.

After evaluation of the quality of the tenders, the evaluation committee will proceed with the financial comparison of the tenders retained for further consideration according to the following procedure.

The retained tender with the lowest total price receives a financial score equal to the highest score awarded for the technical quality award criteria. The other retained tenders are awarded points by means of the following formula:

$$\text{Financial score} = (\text{lowest total price} / \text{total price of the tender being considered}) \times 100.$$

The best-value-for-money tender is established by means of the computation of a final score according to the following formula: Final score = (technical quality score x 80%) + (financial score x 20%).

👉 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. 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.

- *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 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/fpfs/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 secrets¹⁰.
- 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 disclosure¹¹, 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.

¹⁰ 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.

¹¹ 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 on 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

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

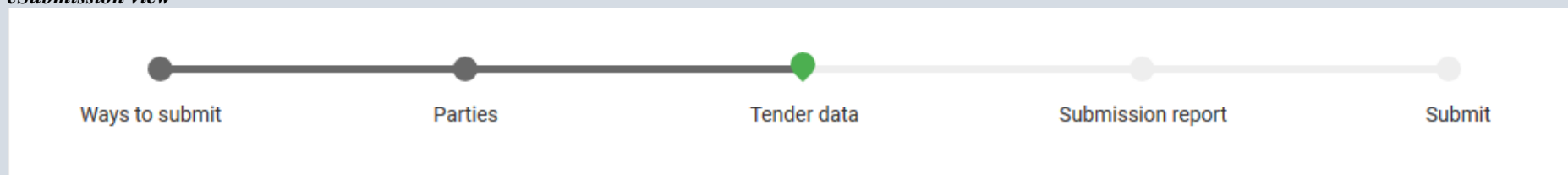
Description	Sole tenderer	Joint tender		Identified Subcontractor	Entity on whose capacity is being relied	When and where to submit the document?	Instructions for uploading in eSubmission (if applicable)	
		Group leader	Member of the group				How to name the file?	Where to upload?
1. Identification and information about the tenderer. <i>eSubmission view</i>								
<div><div><div>Ways to submit</div><div>Parties</div><div>Tender data</div><div>Submission report</div><div>Submit</div></div></div>								
Declaration on Honour on Exclusion and Selection Criteria (see Section 3.1) model in Annex 2. Declaration on Honour on exclusion and selection criteria	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	With the tender in eSubmission	'Declaration on Honour'	With the concerned entity under 'Parties' →'Identification tenderer' →'Attachments'→'Declaration on Honour'. 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: →'Identification tenderer' →'Attachments'→'Other documents'.

Evidence that the person signing the documents is an authorised representative of the entity¹²	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			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			<input checked="" type="checkbox"/>			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	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				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)				<input checked="" type="checkbox"/> (model in Annex 5.1)	<input checked="" type="checkbox"/> (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)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Only upon request by <i>the Contracting authority</i> At any time during the procedure	n.a.	n.a.
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)						Not applicable		n.a.

¹² 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.

Evidence of economic and financial capacity F1 (see Section 3.2.2)	The documents must be provided only by the <i>involved entities</i> who contribute to reaching the minimum capacity level for criterion F1	Only upon request by the <i>Contracting authority</i> At any time during the procedure By e-mail or letter	'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, etc (see Section 3.2.3)	The documents must be provided only by the <i>involved entities</i> who contribute to reaching the minimum capacity level for criteria T1, etc	With the tender in eSubmission	'Project_reference_No.1" 'Expert_reference_No.T2" 'Project_reference_No.T3"	With the Group leader or the sole tenderer under 'Parties' →'Identification tenderer' →'Attachments'→'Technical and professional capacity'.

2. Tender data.
eSubmission view



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

Can be found as separate Annex

Annex 3. Power of attorney

Can be found as separate annex

Annex 4. List of identified subcontractors

Can be found as separate annex

Annex 5.1. Commitment letter by an identified subcontractor

Can be found as separate annex

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

Can be found as separate annex

Annex 6. Financial offer form

Can be found as separate annex

