



EUROPEAN COMMISSION
DIRECTORATE GENERAL FOR TRADE

Directorate F - Trade questions in the field of agriculture, biotechnology, standards and certification, and new technologies; investment; sustainable development; export credits
Sustainable development (including trade and environment); co-ordination of dialogue with civil society
The Director

Brussels,

Dear Sir/Madam,

Invitation to tender related to a framework contract to provide a Sustainability Impact Assessment (SIA) of the negotiations of the trade agreement between the European Community and the countries of the cooperation council for the arab states of the Gulf (GCC).

1. The European Commission is planning to conclude a framework contract aimed at conducting a sustainability impact assessment (SIA) of the negotiations of the trade agreement between the European Community and the countries of the Cooperation Council for the Arab States of the Gulf (GCC).
2. If you are interested in bidding for this contract, you should submit a tender to the following address:

European Commission, Directorate General for Trade,
Unit F.3, Directorate General for Trade
Mr. Eric PETERS (ref: "SIA GCC")
Office: CHAR 8/5
Rue de la Loi 200 Wetstraat, B-1049 Brussels

You may submit your tender:

(a) by registered mail, posted not later than 08.05.2002 (postmark),

(b) or by delivery (in person or by an authorized representative or private courier service) to the secretariat of the above-mentioned department of the Commission. The documents should be delivered not later than 16.00 hours on 08.05.2002, in which case a receipt must be obtained as proof of submission, signed and dated by the official in the department who took delivery.

Tenders must be placed inside two sealed envelopes. The inner envelope, addressed to the department indicated in the invitation to tender, should be marked: 'Invitation to tender - Not to be opened by the internal mail department'. If self-adhesive envelopes are used, they must be sealed with adhesive tape and the tenderer must sign across this tape.

3. The Terms of Reference are enclosed. Your attention is drawn in particular to the provisions setting out the compulsory content of the offer (points 6, 8, 9, 10 of the terms of reference)

4. Submission of a tender implies acceptance of the terms specified in our “General terms and conditions applicable to service contracts” in all matters not governed by this invitation to tender and waiver of your company's own terms of business.
5. Period of validity of the tender: 9 months after the closing date of 08.05.2002.
6. You will be informed whether or not your tender has been accepted.
7. Further information can be obtained by writing to the address indicated at point 2 above.

Robert MADELIN

Terms of reference related to a framework contract for a Sustainable Impact Assessment (SIA) of the negotiations of the trade agreement between the European Community and the Countries of the Cooperation Council for the Arab States of the Gulf (GCC).

O. INTRODUCTION

A. EC-GCC Free Trade Agreement

The EC-GCC Co-operation Agreement¹ signed in Luxembourg on 15 June 1988 provided for the Parties to enter into discussions concerning negotiations of an agreement aimed at the expansion of trade. Accordingly the negotiations were opened in October 1990 on the basis of the negotiating directives given to the Commission by the Council in 1989. The negotiating directives were renewed in 1991 after which the negotiations stalled for several years due to various reasons, among which the lack of GCC negotiating mandate and delay on the GCC side to decide on the constitution of their internal Customs Union needed for the establishment of the trade agreement. In 1999 the situation changed as the GCC decided to establish their own Customs Union by 2005 and presented their own negotiating mandate. The EC equally decided to update their own negotiating directives to render them WTO compatible and to enlarge their scope from goods to, i.a. services, government procurement and intellectual property rights. The Council approved the updated negotiating directives in July 2001 after which the Commission drafted a working document setting up the framework for the negotiations. The Commission and the GCC secretariat decided to resume negotiations on the basis of the working document in March 2002. The length of the negotiations is difficult to estimate at the moment. Nevertheless, the GCC Customs Union has to be in place before the agreement can enter into force. For the moment the establishment of the GCC Customs Union has been scheduled for the beginning of 2003. (Advanced by two years in the summit of the GCC Heads of States in December 2001.)

The primary objective of the Free Trade Agreement (FTA) is to deepen existing relations between the Parties on the basis of reciprocity and mutual interest. To this end, the Agreement shall strengthen commercial and economic relations by means of liberalisation of trade and shall reinforce and broaden cooperation.

The basic content of the FTA is defined in the negotiating directives. The primary building block is the establishment of a free trade area, progressively eliminating tariffs and non-tariff barriers on substantially all trade between the parties, in full conformity with the relevant provisions of the WTO. In this context and in order to increase economic efficiency, the FTA will also aim at simplifying the requirements and procedures related to imports and exports, based on the highest international standards.

¹ Article 11(2) and a Joint Declaration on that Article

The FTA will also provide for a progressive and reciprocal liberalisation of trade in services aiming at assuring a comparable level of market access opportunities, consistent with the relevant provisions of the WTO and taking into account the level of development of the GCC countries.

Finally, recognising that the potential gains from trade liberalisation will not be fully realised unless other factors causing segmentation of markets are removed, the FTA would include liberalisation of public procurement aiming at ensuring comparable and effective access to the Parties' procurement markets on the principles of non-discrimination and national treatment. The FTA would equally ensure effective and adequate protection for and enforcement of intellectual, industrial and commercial property rights in accordance with the highest international standards. It would include clauses on customs and administrative cooperation, standardisation and conformity assessment (including sanitary and phyto-sanitary measures), provisions on competition as well as on current payments and capital movements.

The FTA therefore ultimately aims at fostering economic integration between the parties, with a view to diversify and increase the mutual trade in a sustainable and reciprocally beneficial manner.

The date for the official re-opening of the negotiations has been set for the 20-21 March 2002. Initial discussions will cover all aspects of the future agreement, with a view to finding a common understanding on the basic structure and content of FTA. Consequent negotiation rounds will discuss specific areas of the FTA. The period of negotiations will also be used for capacity building in the public and private sector of the GCC countries with a view to enhance their ability to define appropriate regional and multilateral trade strategies and policies. This will include measures to enhance competitiveness, to strengthen their internal structures (Customs Union) and to support regional trade integration initiatives, fiscal reform as well as to upgrade infrastructure, and to improve investment.

B. Sustainable development

Trade liberalisation is not an end in itself, but rather an essential tool for contributing to sustainable development. In order to maximise its contribution to all pillars of sustainable development the full impacts of proposed liberalisation efforts need to be assessed and fully understood in advance of policy decision making. For the purpose of this study, the definition of sustainable development is those of the 1987 Brundtland Report "Our Common Future" i.e: a process that "meets the needs of the present without compromising the ability of future generations to meet their own needs" and "requires dealing with economic, social, and environmental policies in a mutually reinforcing way".

This means assessing, not only the more traditional aspects of economic impact (e.g. on trade and output growth), but also the non-trade impacts of trade liberalisation (i.e. the development, social and environmental dimension). An assessment of how this process affects environment and development issues is necessary in order to enable the Community to pursue an approach which will not only be successful in trade terms but which will also bring the greatest overall welfare gains, thus helping the Community meet its objective of promoting sustainable development. The SIA should also be a tool to improve dialogue with civil society.

C. General objectives of the SIA:

- i. to provide a better basis than has existed to date for EC institutions to ensure that ongoing negotiations take the sustainable development dimension fully into account, and to provide an SIA-based assessment of the outcome of negotiations when the time comes to present them for formal adoption.
- ii. to provide inputs to the definition of a full package of policies at EU level and in the domestic context of trade partners, which will produce the optimal outcome in terms not only of trade liberalisation and economic growth but also of other components of sustainable development (and not to assess the desirability of trade liberalisation as such)
- iii. to create a basis for the discussion with European stakeholders about sustainability implications of the negotiations.

D. The Sustainability Impact Assessment (SIA) of the negotiations of the trade agreement between the European Community and the countries of the Cooperation Council for the Arab States of the Gulf (GCC).

Trade liberalisation negotiations are ongoing not only in the multilateral or WTO field, but also with individual trading partners, bilaterally and with several partners at the regional level. Negotiations have thus been launched for a FTA between the European Community and the GCC countries. The European Commission has therefore decided to launch a sustainability impact assessment of these negotiations in all affected areas

The work completed in previous and current phases of SIA development (see note at the end of this call for tender) will be used as a starting point for the SIA. However there is a need for extensive adaptation and improvement in view of the requirement for concrete conclusions.

1. SIA : CONTENT AND WORKING ORGANISATION

A. Content of the SIA:

The SIA should provide an analysis of the impacts of agreed policy options or scenarios. This should be based *inter alia*, on quantitative examination, consideration of past experience and the status quo.

This analysis should be presented in such a way as to give a concrete input for negotiators in their search for a balanced set of policies, including any necessary flanking measures (trade and non trade policy measures dedicated to mitigate negative impact on sustainable development and to enhance positive impacts on sustainable development).

Consequently the SIA must include:

- i. A clear definition of the options/scenarios to be considered and a clear analysis of the mechanisms through which the different options will affect social, economic and environmental areas.
- ii. An analysis of the expected magnitude of these impacts, using appropriate measures and indicators for assessment of impacts and making use of both qualitative and quantitative techniques as appropriate.

iii. Identification of flanking measures or other adjustments that would prove effective in tackling any adverse impacts of liberalisation, and/or in promoting positive impacts.

B. Working organisation:

a) Consultant team

The very broad scope of the SIA calls for a consulting team which combines several different skills and disciplines. In-depth knowledge of trade and regional integration as well as of economic, social and environmental conditions in GCC countries is a prerequisite for carrying out this SIA.

The SIA will be awarded to a team which can demonstrate all the required competence and which includes the most complete range of geographic and sector-specific expertise, if necessary, by forming a consortium for this purpose.

Knowledge of the analytical tools relevant to the integration of the three sustainability pillars into trade agreements are vital. The consultant should notably strive to adopt a methodology which combines, as far as possible, quantitative and qualitative elements.

In this context, reputable economic modelling capacity and the capacity to analyse the environmental and social elements, are required. Involvement in relevant current or previous research will be considered as an additional asset.

b) Management:

The length and scope of the SIA require a strong management structure to follow the whole study, to co-ordinate both the work of the consultant team and the relationship between the consultant and the EU Commission and to ensure that the timetable and milestones of the project are met. The tenderer should clearly outline the proposed management structure in their tender.

2. OBJECTIVES AND ACTIVITIES OF THE CONTRACT.

This contract is a framework contract under which the Commission can subsequently propose specific agreements, with remuneration based on unit rates, in order to carry out the tasks mentioned in these terms of reference.

The aim of this framework contract is to provide the basis for the conduct of a Sustainability Impact Assessment (SIA) of the negotiations of the trade agreement between the European Community and the countries of the Cooperation Council for the Arab States of the Gulf (GCC).

The GCC- EC SIA will involve the assignments aiming at the following objectives:

- i. **a comprehensive Sustainability Impact Assessment (SIA) of the trade negotiations underway** in the context of the negotiations for a FTA between the European Community and the GCC countries. This should include an

examination of their potential economic, environmental and social impacts in a dynamic framework.

- ii. comprehensive SIAs of negotiations in a sectoral context
- iii. **a comprehensive SIA of any package of agreed results of the above trade negotiations** between their conclusion and the time for formal decisions by competent community institutions.
- iv. a dialogue concerning the above SIA with all interested European stakeholders.
- v. contribution to the development of a credible international network of SIA experts through participation in policy debate on Sustainability Impact Assessments with experts in other countries and within other international organisations.

3. WORK TO BE CARRIED OUT AND SERVICES TO BE RENDERED.

After awarding and signature of the framework contract, **specific agreements** which set out the required tasks and reporting, will be established between the contractor and the European Commission on the basis of emerging needs.

The precise management of each specific project, work orientations, and the allocation of agreed expert time between the various tasks will be set out in an interim report to be agreed by the Commission (see Annex 4).

In particular, requirements and timetables defined by the Commission must be strictly respected by the contractor especially when establishing scenarios during the SIA implementation.

The following description is a non exhaustive list of tasks and services which may be required in the framework of these specific agreements.

Specific agreements shall require the contractor to carry out the following work:

A. Main tasks and services which should be included in specific agreements

a) Global preliminary SIA

An overview of the potential impacts on sustainability (first in the EU and then in the GCC countries) of the proposed policy measures, based on an assessment of developments in the above trade negotiations in the proposed FTA between the European Community and the GCC countries (information on which will be provided by Commission experts)

1) to refine and adapt for the purpose of the contract the methodology which has been outlined in Phase One and Two of the SIA of a proposed round of WTO negotiations and in a recent methodological study. As far as possible other academically reputable and relevant studies must be integrated into the methodology. This work will also include the adaptation of the approach to the requirements of the region in question, including the definition of additional

indicators to measure sustainability, a reconsideration of the country groupings used and a possible expansion of the scale on which impacts are measured;

2) to quantitatively assess the economic impact of the EC-GCC FTA. Possible examples for the quantitative assessments include the use of a “gravity model”, a computable general equilibrium (CGE) model; a number of specific sectoral or transversal issues studies; or a combination of these different technical approaches taking into account the possible limited availability of data.

3) in addition to this, to understand and analyse in-depth the **causal chains** which identify the significant cause-effect link between a proposed change in trade policy and its social (including gender), environmental and economic impacts. This analysis should as far as possible combine qualitative and quantitative approaches.

This analysis should cover both market access and – to the extent possible - rules-related aspects, highlighting the potential positive and negative effects on sustainability as well as the possible flanking measures. The purpose of this exercise is essentially to help Commission experts to identify any potential negative impacts of agreement scenarios so as to incorporate them into their negotiating approach. The main output will comprise an assessment of those areas where the Contractor considers that more detailed assessments should be carried out. (The main purpose of the work done under (A.a) is to inform that carried out under (A.b)).

b) In depth assessments of specific sectors

Those sectors to be analysed will be identified by the Commission in discussion with the Contractors and subject to specific agreements. This work will include:

- quantitative and qualitative assessments of the impact of potential outcomes in the sector concerned. This work should be undertaken on the basis of case studies and economic, social and environmental (including environmental impact assessment(s)) analysis;
- suggestions on what flanking measures might be introduced to best maximise the positive impact of further liberalisation / changes in rule-making. This should include an assessment of the various options for mitigating and enhancing measures, including those which could be introduced in other international fora, or in other areas of the ongoing negotiation processes.

The assessment should be carried out on the basis of a number of scenarios yet to be further defined. Commission experts will inform the Contractors on negotiating developments to assist in the construction of these scenarios.

c) Final synthesis

The contractors will provide a final synthesis covering the full package of agreements reached before their adoption.

d) Working meetings

Attend meetings in Brussels with Commission officials. These will include: presentations and explanations by the Contractor of work completed, further

information from the Commission on negotiating developments and discussion of future work and the specific sectors to be assessed.

This will entail, as a minimum, one meeting at the start of the first specific agreement and thereafter two meetings per set of six month studies, with other meetings arranged on an ad hoc basis as necessary; (see table below for an estimation of the number of man-days involved over the duration of the framework contract).

e) Public meetings:

The contractor must participate in public meetings organised by the Commission (involving representatives of Member States, the European Parliament and Civil Society). It must present and explain work completed and provide the opportunity for interested stakeholders to provide direct input.

This will entail a minimum of one meeting (held back-to-back with the meeting with the Commission) per set of six month studies, with other meetings arranged on an ad hoc basis as necessary; (see table below for an estimation of the number of man-days involved over the duration of the framework contract).

f) International meetings

The contractor is encouraged to participate in international meetings and discussions on impact assessments (in the past these have included an OECD workshop, and WWF and UNEP International Experts Meetings). Such meetings may include oral or written presentations and explanations by the Contractor of work completed. The participation in such international meetings is subject to the budget limitation of travel expenses of the article 4.

g) Electronic documentation

The contractor must create and maintain a web-site dedicated to the above SIA project with a link to the DG Trade web-site. All reports, outputs presented to the Commission and publication/documentation sources will be published by the contractor on this web-site.

The web-site should incorporate a feedback function allowing all interested parties to provide input.

Number of visiting hits and e-mail inputs must be recorded and mentioned in the final reports.

Tasks 1.e and 1.g fulfil the objective C.iii page 5.

B. Reports :

For each specific agreement, the contractor will have to complete 3 reports : interim, midterm, final report (see description in Annex 4).

4. BUDGET AND TIMING.

The framework contract will be awarded for duration of 24 months, (two years).

Table : **indicative** maximum man-days per type of service, for the 2 years
(Commission Estimate of distribution between tasks)

Specific task	Description	Total man-days
A.a	Global preliminary SIA	150
A.b	In depth assessments of specific sectors	490
A.c	Final synthesis	80
A.d	Working meetings in Brussels	25
A.e	Public meetings	15
A.f	International meetings	20
A.g	Creation and maintenance of a web site	20
Total		800

Subsequent to the award of the contract, specific agreements can be agreed.

Each specific agreement will specify the nature of the work / services to be rendered, and the time scale. Travel expenditure may be mentioned if necessary.

The budget of the contract, including all costs (fees, travel, and subsistence) is estimated at a maximum of € **500.000** (half a million of EUROS) for its total (2 years) duration. This estimate is given for information only.

The travel expenses, other than local transport costs of the Contractor and his staff, and expenses for the shipment of equipment or unaccompanied luggage directly connected with performance of the tasks specified (tasks 1.d, 1.e, 1.f) in the frame of this framework contract shall be reimbursed, up to a maximum of EUR(€) **75.000** in accordance with the provisions of the framework contract. A budget for travel expenses will be defined in each specific agreements if necessary, and will include on an ad-hoc basis travel costs related to international meetings.

The tenderer should however be aware that the contract award criteria are based on the economically most advantageous tender.

5. PAYMENTS.

Payment shall be made in EUR (€).

Remuneration: Payment shall be made on services rendered (and time spent) based on the submission to, and acceptance by, the Commission of the reports and duly established invoices.

Reimbursements: Travel and related costs can be invoiced according to the total amount mentioned above (article 4). For the reimbursable costs, payment shall be made following presentation of original receipts (plus one copy) as part of the main payment.

6. COMPULSORY ENCLOSURES OF THE OFFER.

- All the information and documents required by the authorising department for the appraisal of tenders on the basis of the selection and award criteria set out at point 9 and 10.
- All information related to point 8 below.

- The completed and signed “tender submission forms” as provided for in annex 1 to this document, and the financial identification provided in annex 8.
- A fixed price per unit of time (daily rates), in accordance with point 7 and by using the annex 2 to this document.
- In case of consortiums of firms or groups of service providers: detailed information that specifies the role, qualifications and experience of each member or group and mandatory filling of the Annex 3.
- Legal status of the company/organisation.
- Name and title of the person entitled to sign.
- Complete banking references (account n° and bank’s name, full address of the local branch, international bank code or SWIFT code); and
- VAT N°.

In drawing up his bid, the tenderer/consultant should bear in mind the provisions “relating to tenders and the award of contracts”, the “general terms and conditions applicable to service contracts”, and the provisions of the standard contract attached to this invitation to tender (see annexes 4, 5, 6).

7. QUOTATION OF PRICES

Prices must be quoted in EUR (€) using the conversion rates published in the C series of the 'Official Journal of the European Communities' on the day when this invitation to tender was sent out.

The offer should also indicate the prices for unit of time (in EUR per day) that are fixed and non-revisable amounts.

Estimated travel and subsistence expenses must be indicated separately. This estimate should include any travel required to meet representatives of DG Trade. In any event, it should represent the maximum amount of travel and subsistence expenses payable for all the services provided.

Prices should be quoted free of all duties, taxes and other charges, including VAT, as the Communities are exempt from such charges under Articles 3 and 4 of the Protocol on the privileges and immunities of the European Communities.

8. TECHNICAL AND FINANCIAL OFFER

The tenderer should provide the details of the way to carry out the work set out at point 3, and in particular regarding:

- The make up and appointment of the team of experts for each sector (social, economical, environmental), mandatory filling of Annex 3.
- The **estimated working days of the experts per main task**, considering sectors involved, and including preparatory work.
- The honoraria per day and level of each expert involved (based on annex 2).
- The estimated travel cost per visit in Brussels (based on annex 2).

9. SELECTION CRITERIA – MINIMUM QUALIFICATIONS REQUIRED

The following information, concerning the service provider's own position and the information and formalities necessary for an appraisal of the minimum economic and technical standards required of him, should be supplied:

- A list of the principal related projects in the past 3 years proving experience of the tenderer in related and relevant projects in the field of impact assessments.
- Details of educational and professional qualifications of the proposed experts providing the services (detailed CV's have to be included for this framework contract). This should clearly indicate:
 - knowledge of sustainability issues;
 - their expertise in economic, social and environmental impact assessment methods;
 - the technical capacity to carry out economic, environmental and social impact assessments at the general and sector specific level;
 - an understanding of the international trade negotiating process and sound knowledge of the relevant policy areas for negotiation (trade in goods, trade in services, government procurement, investment rules...);
 - region/sector specific knowledge of trade, economic, environmental and social issues in the GCC countries;
 - capability of working with Civil Society, including the business and NGO community.
- The consultant should have no-conflict of interest and be completely independent. A statement of independence should be included in the offer.
- Evidence of the tenderer's financial and economic capacity to perform the tasks involved in this contract notice. One or more of the following references may supply evidence of these capacities:
 - annual budget of the last year in the case of semi-public or non-profit organisations;
 - bankers' statements;
 - full set of audited reports and accounts for the last complete financial year;
 - audit certificate
 - an official certified earnings statement relating to the subject of this call for tender over the last 3 financial years.

Only those proposals which meet all the Selection Criteria will be carried forward for assessment under the Award Criteria.

By submitting a tender, the contractor is aware that his offer will be excluded if the above mentioned qualifications cannot be proven.

10. AWARD CRITERIA FOR THE CHOICE OF THE CONTRACTOR

The contract will be awarded to the “economically most advantageous tender”.
Criteria to be applied are

➤ Unit Prices, and

➤ Quality in terms of:

Technical quality of the offer including

- ◆ Team composition (20%)
- ◆ Team Management and appropriateness of task distribution (20%)
- ◆ Proposed methodology, including level of innovation (60%)

Note

Phase One and Two of the SIA Report, containing the assessment methodology and the results of the assessment, can be found at http://europa.eu.int/comm/trade/sia/index_en.htm

In case of difficulty accessing this, please contact: Eric.Peters@cec.eu.int
tel: + 32 2 2959 697.

On EC trade relations with the GCC countries see:

http://europa.eu.int/comm/external_relations/gulf_cooperation/intro/index.htm
<http://europa.eu.int/comm/trade/bilateral/saa.htm>

Enclosures of the Term of Reference

- Annex 1:** Tender submission form.
- Annex 2:** Quotation form for unit prices.
- Annex 3:** Composition and competence of the working team
- Annex 4:** Reports and documents.
- Annex 5:** Provisions related to tenders and the award of contracts.
- Annex 6:** General terms and conditions applicable to framework (service) contracts.
- Annex 7:** Proposed framework contract which will be proposed to the selected contractor.
- Annex 8:** Banking reference form

ANNEX 1. Tender submission form

Framework contract for a Sustainability Impact Assessment (SIA) of the negotiations of the trade agreement between the European Community and the countries of the cooperation council for the arab states of the Gulf (GCC).

One signed original and two copies of this form and each of the documents mentioned in it must be supplied.

1 SUBMITTED by

Tenderer name *	
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* In the case of a consortium, insert the agreed name of the consortium

2 CONTACT PERSON (for this tender)

Name	
Address	
Telephone	
Fax	
e-mail	

3 STATEMENT

I, the undersigned, being the authorised signatory of the above tenderer (including all consortium partners, in the case of a consortium), hereby declare that we have examined and accept without reserve or restriction the entire contents of the tender dossier for the tender procedure referred to above. We offer to provide the services requested in the tender dossier on the basis of the following documents, which comprise our Technical offer, and our Financial offer, which is submitted in a sealed envelope:

- Organisation & Methodology
- Key experts (comprising a list of the key experts and their CVs)
- Tenderer's declaration (see below) and documents as specified in the tender specifications (including one from every consortium partner, in the case of a consortium)
- Statement of non-conflict of interests
- Statements of exclusivity and availability signed by each of the key experts
- Unit prices quote

[*If applicable:* We undertake to guarantee the eligibility of the sub-contractor(s) for the parts of the services for which we have stated our intention to sub-contract in the Organisation and Methodology.]

Our bank account details are described in the attached financial identification form (see the form below after the statement of exclusivity and availability)

<account number, name, address and any correspondent bank>. This tender is subject to acceptance within the validity period stipulated in the “Invitation to tender”. Signed on behalf of the tenderer.

Name	
Signature	
Date	

3 TENDERER'S DECLARATION(S)

To be completed and signed by the tenderer (including one from each consortium partner, in the case of a consortium).

[On headed notepaper]

European Commission, Directorate General for Trade,
Directorate F, Unit F.3 for sustainable development (including trade and
environment), co-ordination with civil society

Att: Mr Eric PETERS,

Office: CHAR 8/5

Rue de la Loi 200 Wetstraat, B-1049 Brussels

Your ref: < Publication reference >

Dear Sir/Madam

TENDERER'S DECLARATION

In response to your letter of invitation to tender for the above contract, we hereby declare that we:

- nominate the following person to act on our behalf for the purposes of this tender and any subsequent contract based on it:

Name	
Position	
Organisation	

- reconfirm that we are not in any of the situations excluding us from participating in contracts, such as bankruptcy or legal proceedings.
- agree to abide by the highest ethical standards in the legal profession and, in particular, have no potential conflict of interests
- will inform the Commission immediately if there is any change in the above circumstances at any stage during the tender procedure or during the implementation of the contract; and
- fully recognise and accept that any inaccurate or incomplete information deliberately provided in this tender may result in our exclusion from this and other contracts funded by the European Communities.

Yours faithfully

<Signature of authorised representative of the tenderer>

< **Name and position of authorised representative of the tenderer** >

STATEMENT OF EXCLUSIVITY AND AVAILABILITY²

I, the undersigned, hereby declare that I agree to participate exclusively with the tenderer < tenderer name > in the above-mentioned service tender procedure. I further declare that I am able and willing to work on a time-and-means basis for the position for which my CV has been included in the event that this tender is successful.

I confirm that I am not engaged in another EC-funded project or contract, in a position for which my services are required beyond the expected starting date of my services under this tender.

Name	
Signature	
Date	

² To be completed by all key experts

ANNEX 2. QUOTATION FORM FOR UNIT PRICES

**Fee rate
(€ per working day)**

FEES (including overheads)¹:

Proposed Experts

- Team leader
- Senior experts
- Junior experts
- Web site programmer

PROVISION FOR TRAVEL EXPENDITURE ²:

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TRAVEL COST PER MEETING IN BRUSSEL³

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NOTES:

¹ All fee rates must comprise:

- the remuneration actually paid to the experts concerned per working day;
- administrative costs of employing the relevant experts, such as relocation and repatriation expenses, accommodation, expatriation allowances, leave, medical insurance and other employment benefits accorded to the experts by the Consultant;
- the margin, covering the Consultant's overheads, profit and backstopping facilities.

² See Terms of Reference, point 4

³ each meeting is assumed to involve one expert and so will include: cost of one round trip ticket to Brussels and a per diem expenses accommodation for one day

The comparison of the prices will be carried out with the help of the following table setting out the number of days per competence level for a standard contract and number of visit in Brussels.

This table is mentioned only for the purpose of price comparison.

Competence	Number of days
Teal leader	81
Senior	151
Junior	118
Web site programmer	10
Total men-days	360
Number of travels for meetings in Brussels	7

ANNEX 3 : COMPOSITION AND COMPETENCE OF THE WORKING TEAM

This indicative list is not limitative but set up minimum qualification team.

Competence	Institution / organism	Individual names	Junior/ Senior	Expertise reference (education, studies, publications...)	Number of indicative working days foreseen
Sustainability issues					
Social issues					
Environmental issues					
Economic issues					
Economic impact assessment					
Macroeconomic modelling					
Microeconomic modelling					
Qualitative analysis					
Social Impact assessment					
Environmental impact assessment					
Sustainability impact assessment					
Case studies of sustainability impact assessment					
Trade and macroeconomic policies					
Capacity building					
General Trade negotiations					
General Trade of services					

General Trade of goods					
Trade, regulation and domestic policies					
Trade and environment					
General GCC context					
GCC Sustainability impact and case studies					
GCC trade					
Link scientific studies / policy making					
Relationship with the EU Commission					
Relationship with civil society					
External Communication					
Quality management					
Management of the SIA study					

ANNEX 5: PROVISIONS RELATING TO TENDERS AND THE AWARD OF CONTRACTS

Article 1 – Tenders

1.1 The submission of a tender in response to an invitation to tender issued by the Commission, entails

(i) acceptance by the tenderer of all the terms and conditions stipulated in the invitation to tender, in this document (general terms and conditions applicable to contracts) and in the special terms and conditions, if any;

(ii) waiver of the tenderer's own terms of business.

Save as otherwise expressly provided in the invitation to tender, the tenderer shall be bound by his tender for a period of three months from the date on which it was forwarded to the Commission.

1.2 Tenders must:

(i) be drawn up preferably on the tenderer's headed paper or on the Commission's reply form;

(ii) be signed by the tenderer or his duly authorised agent;

(iii) be perfectly legible in order to rule out any doubt whatsoever concerning the words or figures;

(iv) be submitted inside two sealed envelopes; the inner envelope addressed to the department indicated in the invitation to tender, should be marked "Invitation to tender – Not to be opened by the internal mail department"; If self-adhesive envelopes are used, they shall be sealed with adhesive tape and the tenderer shall sign across this tape;

(v) be sent not later than the final date specified in the invitation to tender, either by registered post, the postmark being conclusive in this respect, or delivered by hand, in which case a dated receipt must be obtained from the Commission.

Article 2 – Prices

2.1 The Commission enters into contracts and makes payments in Euro. Prices must accordingly be expressed in euros.

2.2 Tenders shall indicate separately the total contract price and, if the special terms and conditions or equivalent documents so require, each of its constituent parts together with any taxes, customs duties, and packing, carriage and/or insurance costs. Assembly costs and the cost of any other services forming an integral part of the supplies must be shown separately, in accordance with any instructions to this effect laid down in the special terms and conditions.

2.3 The Communities are exempt from customs duties, indirect taxes and sales taxes under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities of 8 April 1965 (OJ No 152, 13 July 1967). Exemption is granted to the Commission by the governments of the Member States, either through refunds upon presentation of documentary evidence or by immediate exemption. The successful tenderer shall be given the necessary instructions by the Commission.

2.4 If an invitation to tender relates specifically to several items or lots, the tenderer shall quote separately for each item or lot for which he is tendering. He may indicate any price reduction he is prepared to grant in the event of being awarded a contract either for all the items or lots or for a specified group of items or lots.

He may also make his tender conditional on being awarded the entire contract or a specified part thereof.

2.5 Save as otherwise expressly provided in the invitation to tender, the contract prices shall be firm and not subject to revision.

Article 3 – Awarding of contracts

3.1 The contracts shall take the form of a written agreement between the parties.

3.2 A contract shall be concluded upon notification to the tenderer that his tender has been accepted. Such notification shall be in the form of a purchase order or letter.

3.3 If the acceptance does not conform in all respects to the tender or if notification is received after the period of validity of the tender has expired, conclusion of the contract shall be subject to the tenderer’s agreement in writing.

3.4 The contract may also take the form of a service contract, in which case the general terms and conditions set out in Annex 7 shall apply.

3.5 The Commission reserves the right to conclude the contract in the form of a standard-form general contract, particularly in cases where the exact quantities and the precise timing of delivery or execution cannot be specified in advance. The standard-form general contract is binding on both parties as regards elements which are fixed inalterably and unequivocally at the time at which the contract is concluded, such as price, subject matter, basic implementing procedures, and duration.

Article 4 – No obligation to award the contract

Initiation of a tendering procedure imposes no obligation on the Commission to award the contract. Should the invitation to tender cover several items or lots, the Commission reserves the right to award a contract for only some of them. The Commission shall not be liable for any compensation with respect to tenderers whose tenders have not been accepted. Nor shall it be so liable if it decides not to award the contract.

ANNEX 6: GENERAL TERMS AND CONDITIONS APPLICABLE TO SERVICE CONTRACTS AWARDED BY THE COMMISSION

Article 1- Performance of the contract

The contract shall be performed in such a way as to exclude the possibility of the contractor or his staff supplying services under conditions identical to those governing the supply of services by an employed person. Under no circumstances may the contractor or his staff be integrated into the Commission's administrative organisation.

If the contractor is a natural person, he shall be required to provide proof of his status as a self-employed person. To this end he shall supply details of his social security cover and his situation with regard to VAT.

Article 2 - Secondary obligations on the contractor

1. The contractor undertakes to perform the tasks assigned to him according to the highest professional standards. In performance of the contract, the contractor is required to use only his own highly qualified professional staff.
2. The contractor undertakes to provide the Commission with any information it may request for the management of the contract.
3. In the event of termination of the contract for one of the reasons referred to in Article 7 of these general terms and conditions, the contractor shall undertake to send the Commission all the information and documents in his possession on the tasks assigned to him.

Article 3 - Confidentiality

1. The contractor undertakes not to make use of and not to divulge to third parties any facts, information, knowledge, documents or other matters communicated to him or brought to his attention in performance of the contract or any results arising therefrom. He shall continue to be bound by this undertaking after the expiry of the contract.
2. If the contractor uses his own staff in performance of the contract, he shall obtain from each staff member a written undertaking that they will respect the confidentiality of any information brought to their attention in the performance of the work and that they will not divulge to third parties or use for their own benefit or that of any third party any document or information not available publicly, even after completion of their assignment. A copy of the undertaking shall be sent to the Commission.
3. If the contractor's staff is working in Commission buildings, the contractor shall replace, immediately and without compensation, any person considered undesirable by the Commission.

Article 4 – Permits and licences

1. The contractor shall be solely responsible for taking the necessary steps to obtain any permit or licence required for performance of the contract under the laws and regulations in force at the place where the tasks assigned to him are to be performed.
2. The European Communities may terminate the contract without notice if the contractor is unable, through his own fault, to obtain any permit or licence required for performance of the contract.

Article 5 – Spread of risk

The contractor shall not be entitled to payment if he is prevented by *force majeure* from performing the tasks assigned to him. Part-performance only of any such task shall result in part-payment. Provided it is specified in the contract, the above provisions shall not affect the contractor's entitlement to reimbursement of travel and subsistence expenses or costs for the shipment of equipment incurred in performance of the contract.

Article 6 – Liability of the contracting parties

1. The European Communities shall not be liable for damage sustained by the contractor himself or by his staff in the performance of the contract. The European Communities shall not accept any claim for compensation or repairs in respect of any such damage.
2. Except in case of *force majeure*, the contractor shall be required to indemnify the European Communities for any damage it may sustain in the performance, poor or otherwise, of the contract.

Article 7 – Termination of the contract

1. The contracting parties may, of their own volition and without being required to pay compensation, terminate the contract by serving formal notice two months in advance. Should the European Communities terminate the contract, the contractor shall only be entitled to payment corresponding to part-performance of the contract.
2. In the event of a serious failure by the contractor, duly noted by the Commission, to fulfil his obligations under the contract, the contract may be terminated at any time by registered letter without formal notice or payment of any compensation whatsoever by the European Communities. This provision shall not affect the application of Article 6(2) of these general terms and conditions.

Article 8 – Assignment and services of third parties

1. The contractor shall not, without the prior and express approval of the Commission, assign the rights and obligations arising out of the contract in whole or in part, nor subcontract any part of the contract, nor cause it to be performed in fact by third parties.
2. Even where the Commission authorises the contractor to subcontract all or part of the work to third parties, he shall none the less remain bound by his obligations to the European Communities under the contract.
3. Save where the Commission expressly authorises an exception, the contractor shall be required to include in any contracts signed with third parties for all or part of the work provisions enabling the European Communities to enjoy the same rights and guarantees in relation to third parties as in relation to the contractor himself.

Article 9 – Ownership

1. Any results or patent obtained by the contractor in performance of the contract shall be the property of the European Communities, which may use them as it sees fit, except where industrial or intellectual property rights already exist.

2. Copyright and any other right of ownership in respect of manuscripts or parts thereof shall belong exclusively to the European Communities, except where copyright or other right of ownership already exists.
3. On the date of acceptance of the manuscripts and subject solely to the exception referred to in paragraph 2 above, all rights in respect of manuscripts, including amongst others the right to use, print, publish and sell all or part thereof in any manner and in any language whatsoever, shall be acquired for all countries by the European Communities, which may transfer all or part of such rights to third parties on its own terms.
4. The contractor shall specify any parts of manuscripts, including illustrations, maps and graphs, on which copyright or any other right of ownership already exists and hereby affirms that he has obtained permission to use any such parts from the titular holder(s) of such rights or from his or their legal representatives. Any costs for which the contractor may become liable in respect of such permission shall be paid by him. Save as otherwise provided in paragraph 2, the contractor hereby affirms that he is entitled to transfer the copyright or other rights of ownership in respect of the subject matter of the manuscript.
5. The European Communities shall not be required to publish manuscripts or documents supplied in performance of the contract. If it decides not to publish the manuscript or documents supplied, the contractor shall not have them published elsewhere without the written approval of the European Communities.

Article 10 – Methods of payment

1. Payments shall be made in euros.
2. At the request of the contractor, the Commission may pay him an advance equal to 30% of the amount due on completion of the contract. Payment of the advance may be made conditional upon the furnishing by the contractor of proof that he has lodged a deposit equal to the amount of the advance. The advance shall be deducted from subsequent payments in such a manner that it is fully recovered on exhaustion of the funds provided for such payments.
3. In the event of termination of the contract under Article 7 of these general terms and conditions, no payment shall be due except for services actually rendered up to the date of termination. In such an event, the amount due shall be calculated after deducting any payments already made. If the payments made prior to termination exceed the sum finally due, the excess amount shall be repaid in full by the contractor to the European Communities within sixty days of receipt of a request for repayment. If payment is not made within this period, the sum owed by the contractor shall start to bear interest at the rate applied by the European Central Bank to its operations in euros on the last day of the period allowed for repayment, as published in the C series of the Official Journal.
4. Reimbursable travel and subsistence expenses shall be paid, where appropriate, on production of supporting documents, including receipts and used tickets.
5. Payments shall be made within sixty days of receipt of the request for payment and shall be deemed to have been made on the date on which they are debited to the Commission's account.

The Commission is bound to comply with the sixty-day payment period only if requests for payment are sent to the address indicated in the contract and if its

departments establish that the services rendered conform to the contract and that the debt has been confirmed and quantified and is due.

6. A contractor whose registered office or residence is situated within the territory of one of the Member States of the European Communities shall indicate a banking institution on the territory of the country in which the registered office or residence is situated for the payment of sums due to him under the contract.

Article 11 – Provisions relating to taxation

1. If the tax laws to which he is subject require the contractor to pay VAT on fees received under the contract, the amount of VAT shall be included in the total sum paid by the European Communities in consideration of the services rendered.
2. The contractor shall be responsible for complying with the national tax laws applicable to him in respect of payments under the contract with the European Communities, which are not exempt from income tax in the Member States.

Article 12 – Amendments or additions to the contract

The provisions of the contract and the annexes thereto may be amended or supplemented only by means of a supplementary agreement initialled on each page and signed by each of the parties or their authorised representatives.

ANNEX 7: MODEL STANDARD - FORM GENERAL CONTRACT

CONTRACT No Trade 01/...

The European Community ("the Community"), represented by the Commission of the European Communities ("the Commission"), which for the purposes of the signature of this contract is represented by Mr Robert MADELIN, Director responsible for trade questions in the field of agriculture, biotechnology, standards and certification, and new technologies; investment; sustainable development; export credits, in the Directorate General for Trade

of the one part,

AND

Legal persons/companies

Company name and legal form

Statutory registration number

Address in full (registered/main office, place of operation)

VAT registration number

Registration number under a specific social security system

represented by its/their legal/statutory representative(s) ... (insert name)

acting in his/her/their capacity as ... (insert function)

Natural persons

Surname, forename(s)³

Date and place of birth

Nationality

Domicile (address in full)

Registration number under a specific social security system

VAT registration number

("the Contractor"),

of the other part,

HAVE AGREED AS FOLLOWS:

³ In some countries national legislation requires both maiden name and married name for married women.

Article 1 - Subject matter of standard- form general contract.

- 1) 1.1 Within the framework of the Common Commercial Policy of the European Community, the Contractor shall develop a Sustainability Impact Assessment of the trade negotiation in the context of the negotiations of the trade agreement between the European Community and the countries of the Cooperation Council for the arab states of the Gulf (GCC). The purpose will to (i) provide a better basis than has existed to date for EC institutions to ensure that ongoing negotiations take the sustainable development dimension fully into account, and to provide an SIA-based assessment of the outcome of negotiations when the time comes to present them for formal adoption, (ii) to provide inputs to the definition of a full package of policies at EU level and in the domestic context of trade partners, which will produce the optimal outcome in terms not only of trade liberalisation and economic growth but also of other components of sustainable development (and not to assess the desirability of trade liberalisation as such), (iii) to create a basis for the discussion with European stakeholders about sustainability implications of the negotiations.
- 1.2 This standard-form general contract does not confer on the Contractor any exclusive right to render the services referred to in the above paragraph.

Article 2 - Duration of standard- form general contract.

- 2.1. This standard-form general contract is concluded for an initial period of 24 months with effect from the date on which it is signed.
- 2.2. Signature of the standard-form contract imposes no obligation on the Commission to purchase the services.

Article 3 - Reports and documents

The tasks carried out by the Contractor in performance of this contract shall be the subject of reports drawn up in accordance with Annex V.

Article 4 - Prices and currency of payment.

- 4.1. Prices shall be expressed in Euros and shall not be affected by any changes in the rate of the Euro against other currencies. Prices shall be fixed and not subject to revision for the first year of the standard-form general contract. Prices shall not vary according to the quantity of man-days of services ordered.
- 4.2. The Contractor may not assign claims on the Commission in respect of the execution of orders placed pursuant to this standard-form general contract without its prior written agreement.
- 4.3. Payments shall be made in euros in the Contractor's name into the following bank account:
 - [Institution]
 - [Full address, branch, and town]
 - [BIC code number]
 - [Account number]
- 4.4 The Commission undertakes to pay the Contractor, in consideration of services rendered under this contract, an amount not exceeding EUR(€) It is agreed that the said amount shall cover all expenditure incurred by the Contractor in performance of this contract.

The detailed unit prices per level of expert, agreed upon by both parties, for carrying out the duties as described in Annex I, are detailed in Annex III, which forms an integral part of this framework contract

- 4.5 The travel expenses, other than local transports, and subsistence expenses of the Contractor and his staff, and expenses for the shipment of equipment or unaccompanied luggage directly connected with performance of the tasks specified in Article 1 of this contract shall be reimbursed, up to a maximum of EUR(€) in accordance with the special provisions of Annex IV.

Article 5 - Revision of prices.

- 5.1. From the beginning of the second year of the standard-form general contract, prices may be revised upwards or downwards each year, where such revision is requested by one of the contracting parties by registered letter no later than three months before the anniversary of the date on which it was signed.
- 5.2. This revision shall be determined by the trend in the harmonised consumer price index in the country of origin of the goods, expressed in euros and published for the first time by the Office for Official Publications of the European Communities in the Eurostat monthly bulletin (Theme 2 - Economy and Finance, Collection Detailed tables, *Money, finance and the euro: Statistics*).
- 5.3. Revision shall be based on the consumer price index and calculated in accordance with the following formula:

$$P = P_o (0.2 + 0.8 I/I_o) \text{ where,}$$

P = new price;

P_o = price in the original tender;

I_o = harmonised consumer price index [for the Member State of origin of the goods]⁴ for the month in which the validity of the tender expires, expressed in euros and published for the first time by the Office for Official Publications of the European Communities in the Eurostat monthly bulletin (Theme 2 - Economy and Finance, Collection Detailed tables, Money, finance and the euro: Statistics);

I = index for the month corresponding to the date of receipt of the letter requesting a revision of prices.

Article 6 - Procedures for implementing the standard-form general contract

6.1. Specific agreement

Whenever the Directorate General for Trade of the Commission wishes services be supplied in accordance with Article 1, it shall send a specific agreement to the Contractor specifying the nature of the work and services to be rendered, expertise and main tools requested and including the price, time allowed for completion, and the amount of time required. Specific agreements will be according to the formula of “quoted time and means”. Specifically, this means that at the start of each phase of the work, as specified above, DG Trade will

⁴ Specify the consumer price index:

- consumer price index of the Member State of origin of the goods;
- EUR-11 index for the INs;
- EUR-15 index for the pre-INs.

See also Circular No 5 of the CCC.

agree with the expert(s) the number of expert days necessary for completion of the phase (the “Agreed Maximum Number of Days”). From this will be calculated the maximum remuneration for the completion of this phase (being the Agreed Maximum Number of Days multiplied by the daily rate specified in the contract), and the expert(s) will then be bound to complete the phase within this maximum budgetary amount. At the end of the phase the expert(s) will present an account statement calculated as follows:

Agreed daily rate as specified in the contract multiplied by the **lesser** of:

- the number of man days spent in carrying out the work, or
- the Agreed Maximum Number of Days

6.2. Acceptance.

Within five working days of the specific agreement being sent by the Commission department, the Contractor shall return a copy, duly signed and dated, thereby acknowledging receipt of the **order and acceptance of the terms**.

6.3. Experts.

The Contractor undertakes to use the experts proposed in his offer (attached to this contract). In case of replacement of personnel, the Contractors will send the relevant detailed CV's to the responsible Commission service and seek prior the approval of the responsible Commission service.

6.4. Delivery.

The time allowed for completion of the services shall be agreed upon with the Commission within 6 months from its acknowledging receipt of the **order and acceptance of the terms**. The Contractor shall be able to submit the draft final report within this time period.

6.5. Reports.

The receiving department shall be notified in writing of the exact date of delivery at least ten days in advance.

6.6. Acceptance procedure

Acceptance of the services shall be confirmed upon acceptance by the Commission of the reports that were submitted by the Contractor. This acceptance procedure shall take place no later than one month after the date of submission of the reports. Where, for reasons attributable to the Contractor, the Commission is unable to accept the reports, the Contractor shall be notified in writing within 15 working days.

Article 7 - Penalties

Where the Contractor fails to perform the tasks assigned to him within the time allowed by a specific agreement, then, without prejudice to actual or potential liability incurred in relation to this contract or to the Commission's right to terminate, he shall be required as of right to pay the Commission a penalty calculated at the rate of 1/1000 of the amount specified in the specific agreement in question per calendar day of delay.

Article 8 - General conditions.

- 8.1. The general terms and conditions applicable to contracts, which the Contractor hereby declares to have read and accepted, shall apply in respect of all matters not specifically covered by this standard-form general contract.
- 8.2. Acceptance of this standard-form general contract and orders resulting from it implies that the Contractor waives all other terms of business.

Article 9 - Correspondence.

9.1. Correspondence concerning the contract.

All correspondence concerning this standard-form general contract shall be sent to the following addresses:

For the Commission of the European Communities:

**Commission of the European Communities, DG Trade
Directorate F, Unit F.3
Mr Plijter, Head of Unit
Office: CHAR 8 / 3 - Rue de la Loi 200 Wetstraat, B-1049 Brussels, Belgium**

On behalf of the Commission of the European Communities, supervision of this contract will be provided by:

**Commission of the European Communities, DG Trade
Directorate F, Unit F.3
Mr Eric PETERS
Office: CHAR 8/5. Rue de la Loi 200 Wetstraat, B-1049 Brussels, Belgium
Tel: 32-2- 29-59-697
Fax: 32-2-29-69-309**

For the Contractor :

.....

9.2 Correspondence concerning payment

All invoices or other requests for payment relating to performance of this standard form contract and orders resulting from it shall be addressed to:

**DG Trade - payment requests
Head of Unit DG Trade - A/1
CHAR 7/03
Rue de la Loi, 200, Wetstraat
B-1049 Brussels, Belgium.**

Article 10 - Taxation

- 10.1. The Commission is exempt from all taxes and dues, including value added tax, pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities with regard to its financial contribution under the contract. The Contractor shall follow the instructions given by the Commission for the purposes of Articles 3 and 4 of the said Protocol.
- 10.2. The Contractor is/is not subject to VAT.

Article 11 - Invoicing.

11.1. Number of copies.

All invoices or other requests for payment shall be drawn up in triplicate.

11.2. Payment of invoices.

The Commission undertakes to pay the sums due in respect of services (time) ordered as per the orders placed pursuant to this standard-form general contract within a maximum of sixty calendar days running from the date on which the payment request is registered by the authorising department to the date on which the Commission's account is debited.

11.3. Complaints

This payment period may be suspended by the Commission at any time within the period of sixty calendar days from the date on which the payment request is first registered, if it informs the Contractor that the request is not admissible, either because the amount is not due, or because the necessary supporting documents have not been produced, or because the Commission sees the need for further checks, or because the Contractor has failed to comply with the implementing procedures set out in Article 6. The payment period shall continue to run from the date on which a properly established payment request is registered following acceptance of the delivery in question.

Upon expiry of the time-limit set in 11.2 above, the Contractor may, within two months of receiving the late payment, claim interest at the monthly rate applied by the European Central Bank to its operations in euros, in force when the payment should have been made, plus one and a half percentage points.

All invoices or other requests for payment and any complaints shall be sent to the address specified in Article 9.2.

The Commission shall be bound to comply with payment periods only if the invoices or requests for payment are properly presented at the address specified in Article 9.2.

11.4. Tax exemption.

The Contractor shall complete the relevant formalities above so that the Commission may avail itself of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities, which grant it exemption from indirect duties and sales taxes, including value added tax, and exemption from taxes, duties and charges on the import of goods and provision of services intended for its official use.

Article 12 - Supplementary contracts.

Any addition to or amendment of this standard-form general contract shall be the subject of a supplementary contract signed by the contracting parties.

Article 13 - Termination - Non performance.

13.1. Cancellation

The Commission may without payment of any compensation to the Contractor, cancel an order at any time during execution thereof with respect to the part still outstanding.

The Commission may cancel the order, in whole or in part, without compensation, as of right and without recourse to legal proceedings where the Contractor:

- is declared bankrupt, is wound up, has ceased trading, has been wound up by court order or is in composition with suspension of business, or is in any other comparable situation as a result of a similar proceeding provided for by the laws or regulations of his country;
- is the subject of a proceeding for a declaration of bankruptcy, for a court winding-up order, or for a composition, or of any other comparable proceeding provided for by the laws or regulations of his country.

13.2. *Non-performance.*

If the Contractor fails to execute an order placed pursuant to the standard-form general contract, the Commission may suspend payment.

13.3. *Termination of standard-form general contract.*

In the event of such failure, the Commission may, after notice has been given and if no action has been taken by the Contractor within fifteen working days, terminate the standard-form general contract by registered letter with acknowledgement of receipt.

13.4. *Damages.*

The Commission may also claim damages from the Contractor in respect of failure to fulfil his obligations.

Article 14 - *Applicable law and settlement of disputes.*

Any dispute between the parties resulting from the interpretation or application of this Contract which it has not been possible to settle amicably shall be submitted to the courts for the place where the Contractor is domiciled.

The Contract shall be governed by the national substantive law of the competent court.

Article 15 - *Annexes*

The following documents are annexed to this contract:

Annex I: Specifications (terms of reference) *(to be inserted after the award of the contract).*

Annex II: Accepted offer of the Contractor *(to be inserted after the award of the contract).*

Annex III: Agreed upon unit prices for rendering of services by the Contractor *(to be inserted after the award of the contract).*

Annex IV: Reimbursement of expenses *(to be inserted after the award of the contract).*

Annex V: Reports and documents *(to be inserted after the award of the contract).*

Annex VI: General terms and conditions applicable to service contracts awarded by the Commission. *(to be inserted after the award of the contract).*

Annex VII: Model of specific agreement

Done at, in duplicate in on and initialled on each page by all the contracting parties.

For the Contractor,
(company name and legal form)
(name, function)

For the Commission,
Mr Robert Madelin
Director responsible for trade questions in the field of agriculture, biotechnology, standards and certification, and new technologies; investment; sustainable development; export credits, in the Directorate General for Trade (DG Trade).

ANNEX VII: MODEL OF SPECIFIC AGREEMENT No **XXXX**
Under framework contract **XXXXX**

QUOTED TIME AND MEANS

Between

The European Community ("the Community"), represented by the Commission of the European Communities ("the Commission"), which for the purposes of the signature of this contract is represented by Mr Robert MADELIN, Director responsible for trade questions in the field of agriculture, biotechnology, standards and certification, and new technologies; investment; sustainable development; export credits, in the Directorate General for Trade

of the one part,

AND

Legal persons/companies

Company name and legal form

Statutory registration number

Address in full (registered/main office, place of operation)

VAT registration number

Registration number under a specific social security system

represented by its/their legal/statutory representative(s) ... (insert name)

acting in his/her/their capacity as ... (insert function)

Natural persons

Surname, forename(s)⁵

Date and place of birth

Nationality

Domicile (address in full)

Registration number under a specific social security system

VAT registration number

("the Contractor"),

of the other part,

HAVE AGREED AS FOLLOWS:

⁵ In some countries national legislation requires both maiden name and married name for married women.

PREAMBLE

- 1.1. On **XXXXXXX**, the Commission and the Contractor signed Framework Contract **XXXXXXX**. This Specific Agreement is based on the Contractor's bid dated **XXXXXXX**, in Annex II. Once signed by the parties, the Agreement shall be governed by the Framework Contract.
- 1.2. All clauses and provisions of the Framework Contract which are not amended or revoked by the provisions of this Specific Agreement shall automatically apply in full.

SUBJECT

The Contractor undertakes to perform the tasks specified in Annex I to the Agreement in accordance with the terms and conditions set out in this Specific Agreement and its Annexes, which are an integral part of the Agreement.

DURATION AND LOCATION

- 3.1. The Agreement takes effect from the date it is signed and expires at the latest on **XXXXXXX**
- 3.2. The tasks shall be performed according to the timetable in Annex I. They shall be completed before the validity period of the Agreement expires.

PERFORMANCE

The tasks performed by the Contractor under this Agreement shall result in "**deliverables**", defined according to the provisions of Annex I.

SUB-CONTRACTING

For execution of the present specific agreement, the conditions of subcontracting are governed by Article 6.3 of the Framework Contract.

If the contractor does not comply with these conditions, the specific agreement with the Commission may be terminated on grounds of a serious breach of the contract, in accordance with Article 13 of the Framework Contract. This clause applies throughout the term of the Agreement.

PRICES

- 6.1. The Commission hereby undertakes to pay the Contractor a maximum remuneration of EUR(€)**XXXXXXX**, in consideration for the services provided in performance of this Specific Agreement (except travel and related expenses).

This maximum remuneration is calculated on the following basis:

Competence	Agreed Maximum Number of Days	Fee rate	Total
Team leader	XXXXXXX	XXXXXXX	XXXXXXX
Senior	XXXXXXX	XXXXXXX	XXXXXXX
Junior	XXXXXXX	XXXXXXX	XXXXXXX
Web site programmer	XXXXXXX	XXXXXXX	XXXXXXX
Total	XXXXXXX		XXXXXXX

It is understood that this amount shall cover all expenditure incurred by the Contractor in carrying out the Agreement, except travel and related expenses.

It is further understood that the experts are bound to complete the services provided for in this specific agreement within this maximum budgeting amount. The actual total remuneration will be the lesser of:

-the maximum remuneration specified above

-a sum calculated by reference to the actual number of man-days spent in performance of the specific agreement multiplied by the relevant daily rates.

6.2. The invoicing procedures for the services, once accepted by the Commission, are as follows:

Payment shall be made in EUR (€).

Remuneration:

Payment to a maximum of EUR (€)XXXXXXX shall be made in minimum 2 instalments on submission to the Commission by the Consultant of duly established invoices and as follows :

- a first instalment of 30 % of the maximum remuneration shall be paid once the Agreement is signed.

- payment of the final balance based on effective number of days remuneration, subject to the maximum specified above, shall follow the acceptance of the final report by the Commission and shall include the verification of the reimbursable expenditure and of the account statement provided by the contractor.

All payments related to these instalments shall be considered as advances until acceptance of the appropriate services specified in Annex I of the Agreement, or if no services are specified, until acceptance of the final report.

Reimbursements:

Travel- and related costs can be invoiced to a maximum of EUR (€)XXXXXXX For the reimbursable costs, payment shall be made following presentation of original receipts (plus one copy) as part of the main payment.

6.3. Payments shall be made to following bank account No XXXXXXX held with (XXXXXXX) on production of the invoice showing separately the fees and the VAT applied and within no more than 60 calendar days from the date the

invoice is received. The payment shall be deemed to have been effected on the day the Commission's financial account is debited.

In Belgium, using this Agreement is equivalent to submitting an application for VAT exemption using form No 450 (VAT exemption under Article 42, section 3.3 of the Belgian VAT Code; circular No 2/1978).

6.4. The address to which invoices are to be sent is:

European Commission
Trade A1
M. Pragnell - CHAR 7/03
B - 1049 BRUXELLES

CORRESPONDENCE

All communication relating to the implementation of this Agreement must be in the form of written correspondence and be sent to the appropriate responsible persons.

ANNEXES

The following documents are annexed to the Agreement:

Annex I: Tasks, deliverables, timetable
Annex II: Contractor's bid

Done at Brussels., in duplicate in English on **XXXXXX** and initialled on each page by all the contracting parties.

For the Contractor,

XXXXXX

For the Commission,

Mr Robert Madelin

Director responsible for trade questions in the field of agriculture, biotechnology, standards and certification, and new technologies; investment; sustainable development; export credits, in the Directorate General for Trade (DG Trade).

Annex 8: Banking references form

Banking references must in all circumstances be issued by the bank (RIB, copy of bank account extract, etc.); if not available, financial identification form here below has to be filled in.

FINANCIAL IDENTIFICATION

ACCOUNT HOLDER

NAME																																								
ADDRESS																																								
TOWN/CITY																					POSTCODE																			
COUNTRY											VAT NUMBER																													
CONTACT PERSON																																								
TELEPHONE																FAX																								
E - MAIL																																								

BANK

BANK NAME																																								
BRANCH ADDRESS																																								
TOWN/CITY																					POSTCODE																			
COUNTRY																																								
ACCOUNT NUMBER																																								
IBAN (optional)																																								

REMARKS :

BANK STAMP + SIGNATURE of BANK REPRESENTATIVE

(Both Obligatory)

DATE + SIGNATURE of ACCOUNT HOLDER :

(Obligatory)