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1. Background & Introduction

With more than 12 million tons per year, Europe now produces the most e-waste per capita worldwide. The generation of e-waste is growing by 3-5% per year in the EU and we recycle only around 42%, despite the fact that the total raw material value of this waste is estimated at approximately €13 billion.¹ Electronic devices are also major users of precious and rare metals, much of which is lost not just as waste but also in the production and recycling processes.

The production and sale of smartphones accounts for up to 80% of the devices’ lifecycle GHG emissions. Increasing the lifetime of all smartphones in Europe by just one year could have an impact equivalent to removing 1 million cars from our roads.²

A recent Eurobarometer survey³ shows that 64% of Europeans would be happy to keep their digital devices for at least 5 years, and 79% think manufacturers should be required to make it easier to repair these devices.

Therefore, an important piece of the Commission’s vision for a sustainable Europe is that consumers should be able to have their electronics repaired easily and at a reasonable and affordable cost. The default behaviour of every user should be to repair broken equipment instead of replacing it. This study will support this vision by exploring the possibility of a ‘Right to Repair’.

With the European Green Deal (EGD),⁴ the European Commission has committed to taking ambitious action on climate and environment-related challenges. The EGD is a concerted growth strategy for a climate-neutral, more resource-efficient and competitive European economy. To help fulfil these ambitions, the Commission adopted the Circular Economy Action Plan (CEAP)⁵ with the aim of accelerating the transformational changes required by ensuring that the regulatory framework is streamlined and made fit for a sustainable future, and that new opportunities from the transition are maximised, while minimising burdens on people and businesses. The CEAP announces the Sustainable Product Policy Initiative⁶ aiming at establishing a strong and coherent product policy framework that will make sustainable products, services and business models the norm and transform consumption patterns so that waste is not produced in the first place.

The Circular Electronics Initiative (CEI) is an important part of the CEAP and of the EU Digital Strategy.⁷ Its objectives are to extend the lifetime of electronic devices (starting with mobile phones, tablets and laptops), avoid premature obsolescence, reduce waste and increase sustainability. With the inclusion of CEI in the 2021 Commission Annual Work Programme, the Commission signals its resolve to propose measures aiming to ensure, after due evaluation and analysis of cost and benefits, that electronics are designed for durability, maintenance, repair, disassembly, dismantling, reuse and recycling, and to establish a ‘Right to Repair’ for consumers/users connected to their devices (including software updates), with the development of appropriate business models. The Work Programme supplements this by including a proposal for new Ecodesign requirements and consumer rights for electronics, to be published by the end of 2021.

¹ ITU Global E-waste Monitor 2020
² EEB, Cool products don’t cost the Earth – report, 2019
³ Special Eurobarometer 503, March 2020
⁶ https://ec.europa.eu/info/law/better-regulation/have-your-say/initiatives/12567-Sustainable-Products-Initiative
⁷ Communication COM(2020) 67 final, Shaping Europe’s digital future, 19 February 2020, sets forth a number of initiatives to create a society powered by digital solutions, which are strongly rooted in common EU values. The CEI is at the heart of this European way to the digital transformation, which will contribute to a sustainable, climate-neutral and resource-efficient economy. https://ec.europa.eu/info/sites/info/files/communication-shaping-europes-digital-future-feb2020_en_4.pdf
A ‘Right to Repair’ should aim to ensure that consumers always have the option to choose repair over replacement and are encouraged to do so. For such a right to be effective, firstly, products should be designed to enable repairs and replacement of critical components. Secondly, consumers must have the necessary information on how and where such repairs can be performed, and a right to demand it, and thirdly, enforcement must be possible and effective, by ensuring that the necessary mechanisms of consumer redress and the sanctioning of breaches are established.

This study will explore the elements necessary to achieving these aims, such as easy and affordable access to repair services, information, tools, techniques, spare parts and software updates (including those that easily degrade or are damageable, or are designed for obsolescence), and requirements on sellers and manufacturers to facilitate repair by making these elements available to consumers and repairers.

At present, the consumer right to repair is enshrined in the Sale of Goods Directive - SGD (applicable as of 1 January 2022). Under the SGD, consumers have a right to have their product repaired or replaced within the minimum liability period of 2 years. This right covers defects that existed at the time of delivery and which became apparent within the liability period. In addition, the SGD introduced a new obligation on the sellers to ensure the availability of software updates. The upcoming review of the SGD will assess how the Directive can further promote sustainability, including giving a preference to repair over replacement and the restart of the liability period after repair. These issues will be analysed further in the upcoming studies that will be carried out by DG JUST between 2021-2023.

Furthermore, in line with the Circular Economy Action Plan and the New Consumer Agenda, this study will also explore the need and potential advantages and disadvantages of a sectoral approach to establishing a “Right to Repair” under CEI. This study will assess the feasibility of a ‘Right to Repair’ under the CEI, which is not (necessarily) tied to a contract of sale and, for example, applies unilaterally to electronics regardless of the cause of the fault/defect or the products’ legal (or other) guarantee. Appropriate conditions and safeguards to balance such requirements will also be explored; for example, the fair remuneration of services, reasonable time of the repair process, price and availability period of spare parts, frequency/availability of software updates and the duration of the period of the obligation(s) on the seller/manufacturer after a product is first/last placed on the market. Finally, the study will assess the economic impact of such a sector-specific “Right to Repair” seen together with the currently existing legal framework for repair under the SGD.

**Objective and scope**

Currently, there are several existing or planned initiatives related to material efficiency and consumer information. In particular, the upcoming initiative on “Empowering the consumer for the green transition”⁸ (envisaged for Q2 2021), the upcoming Sustainable Product Initiative (SPI)⁹ (envisaged for Q4 2021), Ecodesign implementing measures on mobile phones and tablets (Q2 2022), Ecodesign & Energy Labelling Working Plan and the review of the SGD (for which supporting studies are expected to be launched in 2021 – see list in Annex I). These initiatives are all aimed at establishing a strong and coherent product policy framework that will make sustainable products, services and business models the norm and transform consumption patterns so that no waste is produced in the first place.

However, none of these initiatives are focused specifically on the ‘Right to Repair’ for smartphones, tablets and laptops. Some cover reparability, but primarily in terms of design or information requirements, not repair as a consumer right. In addition, none of these covers the impact on the demand side.

Therefore, in order to support establishing such a strong and coherent product policy framework, the first task of this study will be to identify and address possible gaps between other such initiatives and studies, as well as the evidential basis needed to achieve the objectives of the CEI. This gap analysis will also identify the elements that are already (being) addressed in other studies or through planned initiatives, thus confirming and defining the parameters of the subsequent work further.

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⁸ https://ec.europa.eu/info/law/better-regulation/have-your-say/initiatives/12467-Empowering-the-consumer-for-the-green-transition
⁹ https://ec.europa.eu/info/law/better-regulation/have-your-say/initiatives/12567-Sustainable-Products-Initiative
The study will focus on the devices listed for the CEI, namely, mobile phones, tablets and laptops.

The outputs of this study should be suitable to feed into the analysis of impacts of the measures necessary to introduce the CEI, by providing solid justification/substantiation for identified policy options. It should be well coordinated with other initiatives under preparation, including the initiatives that will be adopted during the course of this study (see above), and relevant studies.

Studies meant to serve as a basis for planned, new or updated EU requirements under the Ecodesign framework are of particular relevance to this study. An internal assessment conducted by DG CNECT has shown it is likely that all of the supply-side product design conditions envisioned for the CEI, including their potential impacts, are being assessed in these studies and are likely to be addressed by the already planned measures. Similarly, an ongoing IA study by DG JUST will likely to cover requirements (horizontally for all consumer products) pertaining to consumer access to information on aspects such as reparability, durability and the availability of spare parts and repair services.

On the supply-side, this study should therefore assess if the ongoing studies and the measures planned under the existing Commission initiatives fully cover the needs of the CEI. For example:

A) if and to what extent the studies include assessment of the necessary elements in technical, legal and market terms, including impacts on environment, society and economy for a solid evidence base for potential additional legislative or non-legislative action(s) under the CEI and;

B) if and to what extent the planned measures will address the goals of the CEI.

In the event that gaps or inadequacies are identified, the study should detail options for how to ensure that such gaps are effectively amended. In setting out these options, the contractor will ensure there is no overlap with elements already dealt with by existing EU legislation, such as Ecodesign requirements on spare parts/reparability that either already exist, or are under development, e.g. on software related aspects (see the Ecodesign preparatory study on smartphones).10

The main part of the study will be on demand-side aspects, business model development and impacts of the CEI and a ‘Right to Repair’ as, currently, there are no studies scheduled or planned by the Commission to implement a consumer ‘Right to Repair’ as envisioned for the CEI.

2. Description of Tasks

The work of the contractor will serve as evidence base and factual input to underpin the Commission work on circular electronics. In particular, the contractor should support the Commission’s process by identifying possible options and their economic, social and environmental impacts. Therefore, the contractor should be familiar with the Better Regulation Guidelines on Impact Assessment in force during the performance of the contract and the format of an Impact Assessment Report.11

The contractor shall take into account the relevant results of existing and ongoing studies, in particular but not limited to those mentioned above and others listed in Annex I to this document.

Task 1. Problem identification

In this task, the contractor will assess four main areas of the CEI, as defined in the background above.

I. Supply-side conditions that prevent circularity and the right to repair to be availed of in practice (including what is missing on the design and capacity side plus evidence of contractual practices).

II. Demand-side conditions that prevent consumers to have their electronics easily repaired including to demand repairs as a right, which is enforceable (redress mechanisms) and enforced (empowerment of competent authorities).

10 https://www.ecosmartphones.info/
III. Economic assessment / business model development, to assess the overall societal costs, benefits and effects of a right to repair on current and new markets, on sustainability and how to support a transition towards circularity.

IV. Legal and commercial aspects - e.g. potential barriers, overlaps and synergies within IPR, product liability, sector and Member State specific legislation.

In each area, the contractor will conduct a thorough analysis resulting in evidence-based conclusions and will follow up with concrete recommendations with options on how to proceed to achieve the goals of the CEI and overcome/mitigate potential challenges and risks.

Subtask 1.a. Supply-side conditions

As mentioned above, there are several ongoing or recently concluded preparatory studies to support planned EU legislative and non-legal measures, which likely cover all or a majority of the CEI-relevant supply-side conditions, including design requirements and the availability of spare parts and repair information.

On the supply-side, the study should:

- Provide a gap analysis of the elements of reparability (e.g. OEM\textsuperscript{12} requirements on design, spare parts, information, embedded software, after sale/repair services) that are necessary to provide a basis for a strong consumer ‘Right to Repair’, which are not currently fully covered by existing or planned requirements or studies (see list in Annex I).

- Analyse the conditions (technical, legal, practical) under which software updates can be covered by repairability/’Right to Repair’ requirements for devices in scope of the CEI.

- Assess other potential legislative issues, overlaps and synergies (e.g. liability issues between OEMs and repairers, sector specific legislation, intellectual property law).

Subtask 1.b. Demand-side conditions

The consumer angle (i.e. demand-side) of a ‘Right to Repair’ is currently not sufficiently covered by ongoing studies. The contractor will explore the conditions that would allow consumers to demand repairs as a right and which is enforceable (e.g. including via effective redress mechanisms and the empowerment of competent authorities). The contractor will focus in particular on repairs of defects that are not a result of a non-conformity present at the moment of delivery, for example, defects or damage resulting from subsequent use (or abuse) by the user, and on repairs of defects which become apparent after the seller’s liability period has lapsed, including (programmed) obsolescence.

On the demand-side, the study will:

- Identify the consumer protection elements (e.g. rights, conditions, guarantees, safeguards, redress and sanction mechanisms) that are necessary to establish a ‘Right to Repair’, complementing the supply-side requirements, in particular in respect of electronic devices as envisaged by the CEI, with a view to facilitating repair for the consumer and supporting the sustainability goals and the circular economy transition.

- Determine which of these consumer protection elements are already covered by existing or planned studies, non-legal or soft law measures and legislation.

- Determine how could such a right be concretely and feasibly drafted (process, scope, and format/structure). At a minimum, this should assess the following:

\textsuperscript{12} Original Equipment Manufacturers.
From the perspective of the consumer, determine where in the supply chain it will be more effective to impose such a ‘Right to Repair’, and what costs it may have along the supply chain.

Identify if it is possible to determine a reasonable/proportionate price or price-range, which a repairer/manufacturer may charge for repairs and spare parts, and if so how.

- Explore how consumers can be incentivised to choose repair over replacement, taking into account existing studies (such as those carried out by DG JUST).

- Other potential legislative issues, overlaps and synergies (e.g. sector specific legislation, intellectual property law, environmental law and Member States’ law) should be assessed. In particular, the impact of a sector-specific ‘Right to Repair’ seen together with the existing horizontal right to repair under the SGD will be analysed (e.g. changes to the current manufacturer-seller-consumer relationship regarding repairs, distribution of economic burden between manufacturer and seller, willingness to offer commercial guarantees, influencing consumer’s exercise of the remedies under the SGD).

Subtask 1.c. Business model development

The study will develop at least three scenarios to implement a ‘Right to Repair’. The study will also explore the effects of CEI requirements and a ‘Right to Repair’ on current and new markets, how to support a transition towards circularity and the potential development of new business models (e.g. independent repair / refurbish businesses/activities, spare parts markets, etc.).

The study will:

- Estimate for each scenario:
  - the expected economic effects such as job and business creation (e.g. in repair and refurbishment market; spare parts design and production); innovation; research & development; repair and manufacturing markets; aftermarkets – when compared to business-as-usual;
  - The estimated effects on market competition from the establishment of relevant market actors (new and old);
  - The potential increase in production costs for manufacturers from new requirements, e.g. relating to costs of making spare parts available for a certain period; designing electronics for repair, disassembly and dismantling; using durable materials; providing software and security updates/upgrades; etc. Can they be offset and what are the potential commercial revenues/returns brought about by selling spare parts to repairers and consumers and/or licensing/franchising their production/software development?
  - The expected increase in costs for manufacturers if obligated to provide repair services. Can they be offset and what are the potential commercial revenues/returns brought about by repair market organised/facilitated by OEMs?
  - Other potential benefits of, and incentives for, introducing reparability and a ‘Right to Repair’.

- Assess a reasonable timeline for OEMs to adjust to potential new requirements.

- Identify if there is a need for incentive schemes or other measures to foster the development of more circular electronics markets, and if so which ones.

- Identify and assess new economic models (sharing economy) and initiatives (e.g. repair cafes) for the promotion and facilitation of the repair culture.

Note that some of the elements above may also already be covered by existing or ongoing studies as explained above, e.g. effects of additional product requirements on manufacturers, in which case the contractor will summarise the available results in this study, filling in any gaps, and include them in their analyses.
**Task 2 – Options to address problems identified**

In this task, the contractor should identify options to address the problems identified in task 1 and analyse their environmental, social and economic impacts in an integrated way, quantifying them as far as possible. The identification of the most suitable options should take into account to what extent existing frameworks can address the problems identified, as well as the potential synergy between relevant on-going Commission initiatives. The Contractor shall also look at the need for - and the advantages and disadvantages of - a sectoral approach, i.e. for a specific group of electronic devices.

Based on the previous tasks, the contractor should propose a list of possible options to be assessed that are best suited to solve the identified problems and achieve the objectives as defined under task 1. Whenever possible, the contractor will take into account the Better Regulation rules (Tool #17) and build on:

- The technical feasibility identified in subtask 1.a;
- The conditions that would allow consumers to demand repairs as a right from subtask 1.b; and
- The impact on markets from subtask 1.c.

Among others, the contractor may explore the following:

- Any supply side product and design requirements, beyond what is already planned by the Commission.
- Take back schemes at EU, national, regional or local level, including capacity building for such schemes.
- A ‘Right to Repair’, in particular in respect of electronic devices as envisaged by the CEI, with a view to facilitating repair for the consumer and supporting the sustainability goals and the circular economy transition.
- Other options that could solve the identified problems and achieve the objectives set in section 2.

The contractor shall assess the environmental, social and economic impacts of the options retained using methods, models and cost-benefit analysis tools as provided for in the Commission’s Better Regulation Guidelines and the relevant tools in the Better Regulation Toolbox.

As a next step, the contractor shall compare and rank the identified options based on their impacts and indicate the most promising one. In particular, the contractor shall assess:

- Micro-economic impacts: which operators / stakeholders are directly impacted, (manufacturers, importers, retailers, consumers, Member State authorities, etc.) and how and to what extent are they impacted (administrative and compliance burden, better information, increase or loss of income, access to more sustainable and circular products, access to markets, access to finance, better recycling, potential for simplification etc.) Particular attention should be devoted to the impacts on SMEs.
- Environmental impacts: what effects (e.g. circular economy, resource retention, e-waste reduction) are expected in the EU and globally? This should include possible ‘rebound effects’, such as expected increase in emissions from growth in the refurbishment/repairs/spare parts market, decrease in energy efficiency, diminishing returns from repairs in older devices or increased consumer demand/purchasing due to cost savings
- Macro-economic impacts on the most relevant trends/effects that can be foreseen (employment, trade, economic growth, consumer behaviour patterns, etc.)
- Social impacts, for example, product prices/affordability, working conditions in third countries, protection of human rights, etc.
- Feasibility and administrative needs, at EU and Member State level and governance architecture in relation to the most relevant aspects of the implementation of the policy framework;
- Impact on product design and manufacturing (e.g. will phones necessarily become bigger, more expensive, less durable and water resistant?).
- Physical/health related dangers/risks to consumers or third parties attempting repairs.
3. Description of the Proposed team & approach

Description of the proposed team

The tender must include a description of the proposed team, its composition, its expertise and the work effort planned for each member in terms of man/days for each phase of the project. This information shall be presented using the tables below.

<table>
<thead>
<tr>
<th>Name</th>
<th>Team role: leader/manager / Highly qualified expert / Qualified expert / others (to be specified)</th>
<th>Languages</th>
<th>Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>Person A</td>
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<tr>
<td>Person B</td>
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<tr>
<td>Person Z</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Man/days</th>
<th>Team leader /manager</th>
<th>Highly qualified expert</th>
<th>Qualified expert</th>
<th>Others (to be specified)</th>
<th>Total days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1</td>
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<td></td>
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<tr>
<td>Task 2</td>
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<td>Total days</td>
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</table>

The tender must describe the project management structure and procedures for internal evaluation, quality control and risk management as well as the role of each partner in case of a consortium, joint bid and/or use of subcontractors.

Data collection
The contractor shall identify the data sources needed to perform tasks 1 and 2. If such sources exist, the contractor will acquire them. If there are no sources the contractor will prepare a survey or other method to collect such data with a sufficient level of detail to perform the tasks in this study.

The contractor will assess the quality and completeness of data in any database created or purchased for the study.

Any database created for the purpose of this study will become property of the European Commission; the datasets should be accompanied by a clear documentation explaining all the variables and be presented in a format easily accessible to the users in the Commission services.

All source-codes and/or spreadsheets used for the statistical/econometric analysis have to be shared and will become property of the European Commission.

**Data formats**

The raw datasets should comply with the following provisions:

- The data delivered should **include the appropriate metadata** (e.g. description of the dataset, definition of the indicators, label and sources for the variables, notes) to facilitate reuse and publication.

- The data delivered could be linked to data resources external to the scope of the study, preferably data and semantic resources from the Commission’s own data portal or from the upcoming pan-European portal. The tenderer should describe in the offer the approach they will adopt to **facilitate data linking**. For a list of shared data interoperability assets see the [Joinup catalogue](https://joinup.ec.europa.eu/) from DG DIGIT’s ISA program.

- In case of statistical data that could be used to derive/compute indicator (e.g. for benchmarking national policies), the contractor should **use templates** provided by (or agreed with) Commission services, like those available on [http://ec.europa.eu/digital-agenda/en/download-data](http://ec.europa.eu/digital-agenda/en/download-data) on the DataCube vocabulary.

4. **Deliverables and timing**

The Contractor is to provide the required reports and documents in accordance with the conditions of the framework contract No. 771/PP/GRO/IMA/19/1131/11061, under which is implemented the specific contract, appended in Annex to the invitation to tender and technical specifications.

The following deliverables will be provided in accordance with the tasks as outlined above:

**Deliverable 1. Inception report**

An inception report will specify the detailed work programme and planning for the study and describe the methodological approaches and working assumptions to be used for the tasks defined. The report will identify any additional needs.

The Inception Report shall be made available to the Commission’s services within 1 month after signature of the contract by the last contracting party. A draft of the report shall be made available to the Commission’s services for information 5 working days before the inception meeting. The report should be finalised after the meeting taking into account all observations and comments raised at the meeting. The Inception Report shall be made available to the Commission’s services within 2 weeks after the inception meeting.

**Deliverable 2. First interim report**

The first interim report shall summarise the findings of Task 1 and be made available to the Commission’s services within 4 months after signature of the contract by the last contracting party. A draft of the report shall be made available to the Commission’s services 5 working days before the first interim meeting in
Month 4. The report should be finalised after the meeting taking into account all observations and comments raised at the meeting. The finalised first Interim Study Report shall be submitted to the Commission’s services within 2 weeks after the first interim meeting. Any raw data produced under Task 1 should be appended as an annex to the report.

**Deliverable 3. Second interim report**

The second interim report shall summarise the findings of Task 2 and be made available to the Commission’s services within 9 months after signature of the contract by the last contracting party. A draft of the report shall be made available to the Commission’s services 5 working days before the second interim meeting in Month 8. The report shall be finalised after the meeting taking into account all observations and comments raised at the meeting. The finalised second Interim Study Report shall be submitted to the Commission’s services within 2 weeks after the second interim meeting. Any raw data produced under Task 2 should be appended as an annex to the report.

**Deliverable 4. Workshop**

The contractor shall present the second interim report findings in a workshop one month after the second interim report has been accepted by the European Commission.

**Deliverable 5. Final report**

The final report shall update the first and second interim reports. It will cover all tasks in the present Terms of Reference and points of the work plan and include a sound analysis of findings, and factually based conclusions and recommendations.

The draft final report should include:

- An abstract of no more than 200 words;
- An executive summary of maximum 6 pages, both in English and French;
- The standard disclaimer;
- OP identifiers, which shall be incorporated on the cover pages.
- The final report should be accompanied by a PowerPoint presentation summarising the main outcomes of each of the tasks performed.

The final report should include in its annexes all background information, such as data sources, underlying calculations, graphical material and data used to produce charts. Main bibliographical and information sources can be a MS Excel or OpenDocument spreadsheet attachment (to be provided electronically) OR should be made available on an online platform.

All supporting data, qualitative and quantitative, collected in the process of drafting the reports should be made available to the Commission at the time of delivering the final report. The Commission should have ownership of the supporting data, in the same way as the final report, so that it can be used to support an impact assessment report produced by the Commission and referred to during the review of the impact assessment by the Regulatory Scrutiny Board.

A draft final report shall be made available to the Commission’s services within 15 months after signature of the contract by the last contracting party. A draft of the report shall be made available to the Commission’s services 10 working days before the final interim meeting in Month 15. The report should be finalised after the meeting taking into account all observations and comments raised at the meeting. The Final Study Report shall be submitted to the Commission’s services within 2 weeks after the final interim meeting.

The table below summarizes when the deliverables are due (X: month of signature of the contract by both parties, estimated to be January)

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>When</th>
</tr>
</thead>
<tbody>
<tr>
<td>D1. Inception report</td>
<td>X+1</td>
</tr>
<tr>
<td>D2. Interim report. It will cover</td>
<td>X+4</td>
</tr>
</tbody>
</table>
5. Budget

The maximum budget for this contract is 400,000 EUR.

Tenderers must use the following format to formulate their financial proposal

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<thead>
<tr>
<th>Price component</th>
<th>Quantity</th>
<th>Unit price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Daily labour rate (as per the pricelist from financial offer of the FWC)</td>
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<tr>
<td>Human resources</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Team leader/management having 10 years’ experience</td>
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</tr>
<tr>
<td>Senior (highly qualified expert) having 7 years’ experience (one row per expert)</td>
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<td></td>
</tr>
<tr>
<td>Junior expert having 4 years’ experience (one row per expert)</td>
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<tr>
<td>Other (to be specified)</td>
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<tr>
<td>Subtotal</td>
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<td></td>
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</tr>
<tr>
<td>Travel costs</td>
<td>1 meeting</td>
<td>Unit price per meeting for one person</td>
<td>Total cost</td>
</tr>
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<td>Other (to be specified)</td>
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<td></td>
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<tr>
<td>TOTAL</td>
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</tbody>
</table>

6. Payments

The payments will be made in accordance with Article I.6 of the framework contract no. 771/PP/GRO/IMA/19/1131/11061. The contracting authority (Commission) must approve any submitted documents or deliverables and pay within 60 days from a receipt of the invoice. The Commission may suspend the time limit for payment in accordance with Article II.21.7 of the framework contract no. 771/PP/GRO/IMA/19/1131/11061.

A request for a pre-financing payment of 30% of the total value of the specific contract should be made in accordance with Article I.6.1 of the framework contract no. 771/PP/GRO/IMA/19/1131/11061.
The balance will be due after completion of the project and acceptance of the final report by the European Commission.

7. Organisation

The contract will enter into force on the date of signature by the last Party. It is expected to be signed in the first quarter of 2021. The total duration must not exceed 15 months.

The execution of the tasks may not start before the contract has been signed.

The Contractor must communicate to the Commission, on a regular basis (minimum twice a month), the partial results of his work.

The Contractor must provide a continuously updated feedback log on the comments from stakeholders and the Commission services and the way the comments have been addressed.

The Contractor must ensure that activities progress properly and are reported upon regularly.

8. Ownership of the results – intellectual and industrial property rights

The ownership of the results and the intellectual and industrial property rights are governed by Article I.10 of the framework contract no. 771/PP/GRO/IMA/19/1131/11061.

Moreover, any intermediary sub-result, raw data, intermediary analysis made available by the contractor shall be treated as a self-contained result and can be used by the Commission.

9. Award of specific contracts under framework contract for studies and/or technical support in the area of ecodesign no. 771/PP/GRO/IMA/19/1131/11061 with reopening of competition

The Commission will select a Contractor for this specific assignment on the basis of the submitted offers, which must contain:

- A technical part, detailing the methodology, work plan, the composition and skills of the team and the responsible project leader, team leaders and team members for the specific agreement, following the technical specifications of the specific tender.
- A financial part, detailing the number of person-days to be multiplied by the person-day price as defined in the Framework Contract.

The Specific Contract will be awarded according to the criteria given below, on the basis of the most economically advantageous tender in accordance with the formula below:

\[
\text{Score}_{\text{tender } x} = \frac{\text{Total Quality Points}_{\text{tender } x}}{\text{Price}_{\text{tender } x}}
\]

Only bids that have reached a total score of a minimum of 70% and a minimum score of 60% for each criterion will be taken into consideration for awarding the specific contract.

a) Quality Points

<table>
<thead>
<tr>
<th>No</th>
<th>Award criteria</th>
<th>Weighting</th>
</tr>
</thead>
<tbody>
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</table>
1. **Knowledge of the technical, social and economic aspects of the markets for mobile phones, smartphones and tablets**

   This criterion serves to assess whether the Tenderer has relevant knowledge and experience on all the aspects of what is required for the specific contract, as presented in the request for services (terms of reference), with special focus on:

   - the specific technical challenges of the study;
   - the evolution of the EU market of mobile phones, smartphones and tablets, the technical features of these products;
   - consumer behaviour in the EU market of mobile phones, smartphones and tablets;
   - the evolution of market for repairs of electronic devices in the EU;
   - the most relevant environmental impacts and societal costs associated with mobile phones, smartphones and tablets;
   - relevant law, including consumer law, Ecodesign, relevant IPR, product liability, sector and Member State specific legislation.

2. **Methodology**

   This criterion serves to assess the existence of the necessary methodology to achieve the objectives required by the terms of reference, by evaluating:

   - data acquisition (e.g. what surveys are proposed to be designed and executed as part of the contract, what data will be purchased or made available by the tenderer) proposed to address task 1 and 2;
   - the tools for gathering, validating, analysing and presenting information (e.g., but not limited to, for the collection of data related to subtasks 1.b and 1.c);
   - Overall methodology for addressing tasks 1-2.

3. **Project management and resources**

   This criterion relates to the quality of project planning and organisation of the team to cope with and fulfil the obligations of the contract in the timing required for the completion of the project, and in particular:

   - Clear and appropriate definition of roles and responsibilities;
   - Appropriate allocation of resources to specific tasks;
   - Arrangements for quality control and validation of information received;
   - Arrangements for quality control of reports (in particular, language and accuracy of calculation).

4. **Completeness, clarity and presentation of the Tender**

   Total number of points

   | Total number of points | 100 |
b) Price

<table>
<thead>
<tr>
<th>Award criterion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total price for fees (number of days x person-day price set in the Framework Contract).</td>
</tr>
<tr>
<td>All estimated project travel and other costs should be incorporated into the total price. Other unit prices set in the Framework contract shall also be respected (travel and subsistence expenses).</td>
</tr>
</tbody>
</table>

Reimbursable expenses are not allowed.
Annex I

Relevant existing and ongoing studies by or on behalf of the European Commission (non-exhaustive), which the contractor is required to assess and take into account:

1) Ongoing Study by the JRC to support the DG ENER Task Force on ICT products. Interim rapport expected [Q3] 2021, final rapport in [Q2] 2022;

2) Ongoing Ecodesign preparatory study on smartphones and tablets, DG GROW, launched 8 May 2020 to analyse the feasibility of Ecodesign requirements (material + energy efficiency) for mobile phones / smartphones and tablets (incl. software), to be concluded Q1 2021;13

3) Ongoing study on Ecodesign & Energy Labelling Working Plan 2020-2024, DG GROW, launched March 2020 to assess new requirements, such as measures to extend lifetime, enable easy repairs and reduce software-related obsolescence, for already regulated products and the feasibility to add new products, such as ICT products (incl. IoT devices), for potential Ecodesign and/or energy labelling measures, to be concluded by December 2020;14

4) Ongoing study for the review of the MEER - Methodology for Ecodesign of Energy-related Products, by the JRC on behalf of DG GROW, launched September 2020, final results December 2021 / January 2022;

5) Ongoing study on the ICT product sector’s energy consumption, DG ENER, to advance preliminary recommendations regarding policy means for addressing the efficiency of the identified broad product groups (incl. personal ICT equipment such as desktop PCs, office computers, workstations, notebooks/laptops, tablets, e-book readers, fixed phones, and smartphones), first part by July 2020, second by 2021;

6) Ongoing preparatory study “to gather evidence on ways to empower consumers to play an active role in the green transition”, DG JUST/2019/CONS/FW/CO01/0094 (2019/10);

7) Impact Assessment, DG JUST, on introducing new horizontal measures on consumer goods to ensure access to information / transparency (e.g. environmental footprints, durability, reparability, recyclability, availability of spare parts etc.), IIA by Q3 2020, IA by Q4 2020;

8) Ongoing impact assessment study, 877/PP/GRO/IMA/20/1131/12318, DG GROW, for a revision of the Ecodesign Framework Directive as part of the Sustainable Product Initiative (SPI), launched Nov 2020, final results expected Q4 2021;

9) Ecodesign and Energy Labelling Working Plan 2020-2024 preparatory study, July 2020, by Viegand Maagøe for DG ENER, on commercial and energy consumption data for ten ICT categories systems for the period 2010-2025;

10) An EU wide consumer behavioural study, contracted by DG JUST, on “Consumers’ engagement in the circular economy”, published in October 2018; 15

11) A study, contracted by DG ENV, on “The Durability of Products” published in April 2016; 16

12) A study undertaken by the JRC, on an “Analysis and development of a scoring system for repair and upgrade of products”, published in 2019; 17

13) A study, contracted by DG ENV, on the “Socio-economic impacts of increased reparationability”, published in 2016; 18

14) A study contracted by EESC on “Circular economy strategies and roadmaps in Europe: Identifying synergies and the potential for cooperation and alliance building”, 2019;19


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13 https://www.ecosmartphones.info
14 https://www.ecodesignworkingplan20-24.eu/
16 https://op.europa.eu/s/npTE
17 JRC114337/jrc114337_report_repair_scoring_system_final_report_v3.2_pubsy_clean.pdf
16) An article in the Maastricht Journal of European and Comparative Law on “Towards a hierarchy of consumption behaviour in the circular economy”, 2019;²¹

17) Special Eurobarometer survey 503 on “Attitudes towards the impact of digitalisation on daily lives”, March 2020;²²

18) A study, contracted by IMCO, on “Promoting product Longevity”, published March 2020;²³

19) A study, contracted by IMCO, on “Sustainable Consumption and Consumer Protection Legislation”, published April 2020;²⁴

20) A study, contracted by JURI, on “How an EU Lifespan Guarantee Model Could be Implemented Across the European Union”, published January 2017;²⁵

21) A study, contracted by IMCO, on “A Longer Lifetime for Products: Benefits for Consumers and Companies”, published April 2016.²⁶

²¹ https://journals.sagepub.com/doi/full/10.1177/1023263X19840943