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EUROSTAT

Directorate F: Social Statistics
Unit F-2: Population

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Unit: F2 – Population

Invitation to tender for the supply of conference organisation services

Eurostat conference on Social Statistics

(ESTAT/F/2015/033)

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SECTION 1 INTRODUCTION

1.1 Presentation of Eurostat

Eurostat is a Directorate-General of the European Commission ("Commission"). Its mission is to provide the European Union with a high quality statistical information service.

Together with the national statistical offices, Eurostat is responsible for the European statistical system: see Regulation (EC) No 223/2009 of the European Parliament and of the Council of 11 March 2009 on European statistics (OJ L 87/164, 31.3.2009). Eurostat implements standards, methods and classifications for the production of comparable, reliable and relevant data. Users of Eurostat's output include the Commission and other institutions of the European Union, national governments of the Member States, international organisations, business people, universities and a wide range of other users. Eurostat also supports non-member countries, including the candidate countries, in adapting their statistical systems.

Eurostat carries out some of its activities by awarding contracts for the provision of services relating to the various fields of the Community statistical programme.

1.2 Subject of the contract

This invitation to tender covers:

The organisation of an international conference

Eurostat 2016 Conference on Social Statistics: "Towards more agile social statistics"

1.3 Glossary

None

SECTION 2 TECHNICAL INFORMATION

2.1 General information and objectives

Improving the policy-relevance of European social statistics is a high priority for Eurostat. This conference aims to bring together experts and stakeholders in various statistical and policy domains to give input to the future development of Eurostat's social statistics.

The conference will address a range of social statistics-related issues including, but not limited to, the future of cernsus-type population statistics, use of big data in social statistics, modernised data collection on income, consumption and wealth, and new ways of monitoring labour mobility and transitions.

Topic-specific sessions will provide examples of new developments that allow for more relevant and timely statistics to be produced. At the same time, the policy framework that underlies needs for statistics would be presented by European and national policy makers.

Although Eurostat has organised previous large scale conferences, this conference on social statistics is not part of a series of events.

The principle objective of this contract is to provide for the facilities and practical organisation necessary to ensure the trouble-free organisation of this conference.

2.2 Volume of the contract

The execution of the tasks shall start from the date of entry into force of this contract for a maximum duration of 16 months, covered by one contract.

The volume of the work consists of the practical organisation of one conference of three days gathering 300 people, including

- Proof-reading of papers and presentations of approximately 300 pages

- Travel arrangements for a maximum of 50 persons (of which a maximum of 15 persons travelling from outside of the European Economic Area and Switzerland)

2.3 Tasks and expected results

The conference will be held in Luxembourg with a duration of three days: 28-30 November 2016. The conference with take place in the conference facilities of Luxembourg Congrès (Kirchberg, http://www.luxcongress.lu/en). The main conference room will be Room C of the Luxembourg Congrès centre. Two smaller meeting rooms will also be available during the conference period. The contractor will not be responsible for booking or paying for the conference and meeting rooms for the event.

A maximum of 300 persons will attend the conference, including two hundred and fifty participants from European and non-European countries, as well as representatives from the European Commission and other international organisations, and around 50 speakers. Eurostat will provide a list of speakers.

The contractor is expected to provide a fixed price for the organisation of the conference, including the provision of a conference website, English proof reading of the conference documents and presentations, catering, social events, payment of travel, accommodation and per diems for speakers, hotel booking for around 200 participants, the provision of general and secretarial support before and during the conference.

Further details as regards the volume of the contract are given below in the description of tasks and services that the contractor will be required to provide.

No registration or administration fees can be charged to the participants.

Task 1 - English proof reading and standardising conference documents

The aim of this task is to (1) proof read in English and (2) standardisation and layout for the conference papers and presentations and other conference documents, as well as help with finalising illustrations.

(1) Proofreading:

The papers and presentations for the conference will be prepared by the speakers in English. Speakers will send their papers and presentations to Eurostat who will undertake a scientific/technical review of the content before sending to the contractor.

The contractor will proof read the received papers and PowerPoint presentations in professional quality English language within two weeks of receiving them from Eurostat. In case of comments from Eurostat, revisions shall be sent within one week (of receiving the comments from Eurostat).

It is estimated that a maximum of 300 pages would require proof reading.

(2) Layout and standardisation:

The contractor will standardise the format of papers and presentations using a standard layout (to be proposed by the contractor and agreed by Eurostat), including a cover page bearing the Eurostat logo, the conference title, the place and date of the conference, and the title of the paper. The papers and presentations shall be numbered in the order in which they appear on the agenda.

This task shall include, where appropriate, formatting the layout and illustrations for documents and presentations (in collaboration, if necessary, with the author).

The contractor will make the papers and presentations available to the conference participants at least two weeks before the beginning of the conference.

If this work will be sub-contracted by the principal contractor, the name of the sub-contractor shall be submitted with the initial offer, together with evidence of their experience.

Deliverable 1: The expected results for this task are the provision of standardised (formatted) papers, presentations and other conference documents in English, within two weeks of receiving them from Eurostat. The quality of the English proof reading must be of very good professional quality.

Task 2 – Setting up and maintaining the conference website

The aim of this task is to set up and maintain a website with appropriate internet address dedicated to the conference. The platform/web location of the website is to be discussed and agreed with Eurostat.

The website will be in English and will include:

All relevant information for the conference, including blank conference registration forms, hotel reservation forms, information concerning visas and travel, up-to-date conference papers and presentations, and any other information deemed useful for participants. The website will be open to the public, and so should not contain data on any individuals or other confidential information. The website should be launched at least 4 months before the conference and remain publicly available for at least two years after the final event, guaranteed by a pre-paid hosting agreement signed by the contractor with the chosen hosting service.

A policy for the web engagement of the participants should also be proposed; for example via opportunities to comment/interact on the web-site, possibility to share the conference material via social media etc.

The management of the website and related platforms will be the task of the contractor.

The content and the design of the website will have to be agreed by Eurostat.

The content of the website (all documents, presentations, discussions, conclusions and other texts) will also have to be copied/uploaded by the contractor to the European Commission's CIRCABC platform (https://**circabc**.europa.eu).

Deliverable 2: The expected result for this task is a public website in English, containing all relevant information for the conference as described above. A document confirming that the fees for the web service that is hosting the web site have been paid to cover a period of two years after the conference.

Task 3 – Webstreaming

The contractor shall foresee the live streaming of the main conference presentations and discussions on the web, possibly embedded in the conference web-site

Deliverable 3: Functional web streaming during the conference.

Task 4 – Providing general and secretarial support before and during the conference

Before the conference

At least eight months before the conference, the contractor will prepare a draft invitation letter to the conference to be sent out by Eurostat. The letter should confirm the exact dates and location of the conference. A comprehensive information note covering logistics, visas, information on the location and hotel, and any other information deemed useful for participants, shall be prepared in English at least 5 months before the conference.

Eurostat will make initial contact with potential speakers. Subsequent communication with the speakers and other participants on logistics and/or organisation of the conference will be the responsibility of the contractor (including timely updates on changes, answering questions, and resolving arising problems).

A draft list of participants shall be prepared as soon as the contractor receives confirmation of their participation. The details to be included in the final participant list will be agreed during one of the progress meetings. Eurostat shall be immediately informed of any changes to the participant list.

Name badges must be prepared and shall bear the Eurostat logo, the conference title, as well as the name, title and organisation of the participant. The design of the name badges must be approved by Eurostat at least one month before the conference.

Conference kits for distribution to the participants must be prepared and shall bear the Eurostat logo, the conference title, the place and date of the conference. The kits must include all relevant conference documentation, as agreed with Eurostat, emergency contact phone numbers, and other useful material for the smooth running of the conference.

The conference kits should include items of Eurostat branded promotional material. Eurostat will provide pens, note pads and conference bags branded with the Eurostat logo. However, the contractor is invited to make a proposal in the bid for additional promotional materials for the conference, to be included in the conference kit and/or given to the speakers.

Name plates must be prepared for the conference room for speakers, sessions chairs and discussants. Name plates must be approved by Eurostat at least one month before the conference.

Name badges and conference kits must be approved by Eurostat during one of the progress meetings, and at least one month before the conference. They shall be prepared for all persons attending the conference (up to a maximum of 300 persons).

The contractor should also liaise with the speakers in view of obtaining the conference papers and presentations in time.

During the conference

Throughout the duration of the conference the contractor will provide assistance at the conference venue:

a. Welcome desk able to work proficiently in English. The Welcome desk should be staffed throughout the conference so as to be able to provide assistance to the participants; A briefing should be foreseen before the start of the conference for all participating staff to receive practical information, including programme and who does what.

b. Registration of participants – including distribution of badges, documents and conference kits, signature of the participants list on each day, confirmation of participant details, and obtaining participants' agreement for the distribution of their contact details to the other participants of the conference via a participant list to be placed on the conference web site;

c. Photocopying and distribution of any documents tabled at the conference - this includes adding a cover page to any new documents brought to the conference for discussion;

d. Assistance with presentations, if needed (for example, advancing presentation slides on the presentation PC);

e. Taking detailed notes at the conference, in order to prepare conference proceedings and conclusions as specified in Task 9; liaising with Eurostat and the respective speaker promptly to have the notes finalised from each individual session;

f. Publishing in a timely manner (following each session; and at the end of the day by the latest) the presentations and related documents on the conference website;

g. Administration of conference evaluation questionnaires (see task 9).

As necessary, the contractor shall liaise with the staff of the Luxembourg Congrès conference centre to address any organisational or logistic problems. The contractor shall keep Eurostat fully and promptly informed of any such contacts and of any problems that have not been resolved.

Deliverable 4: The expected results for this task are:

1. *Before the conference:* a draft invitation letter to the conference, registration form and information note; list of participants; name badges, country name plates and conference kits, as detailed above.
2. *During the conference*: a Welcome desk manned throughout the conference by English speaking staff; participants registered, badges, documents and conference kits distributed; documents tabled at the conference photocopied and distributed; assistance with presentations, if needed; detailed notes of the conference taken; conference evaluation questionnaires distributed and collected, as detailed above.

Task 5 – Travel Arrangements

For the conference, travel arrangements will be made for up to 50 speakers (of which a maximum of 15 persons travelling from outside of the European Economic Area and Switzerland). The contractor will be responsible for all aspects of travel arrangements including direct contacts with participants, where necessary. As a general rule, travel shall be arranged so that speakers arrive on the day before the event and depart no more than one day after the event. Where speakers depart on the actual day of the event there will be a corresponding reduction in the costs under Task 6, 7 and 8.

Booking of tickets

The standard European Commission rules for the payment of transport costs for travel by air, rail or by car will apply.

a. Air tickets: These should normally be economy class and must cover all normal charges (including airport and other related taxes and, where appropriate, any charges for making tickets available for collection at the airport of departure).

b. Rail tickets: Where more appropriate (when travel is from or to a location not exceeding a distance of 400 km from the conference location and not including a sea crossing which can only be made by boat), travel may be arranged by rail (first class for international journeys) rather than air.

c. Car: If a speaker wishes to travel to the conference by car, he or she will be refunded the cost of a rail ticket for the equivalent journey (first class for international journeys). If several participants travel together by the same car, only one reimbursement will be authorised. Evidence of the journey by car must be requested from the participants. In case of any accident, any and all claims are the sole responsibility of the person(s) taking the journey and cannot be made on the Commission or on the contractor.

d. Changes and cancellations: The contractor must provide speakers with the necessary assistance whenever changes have to be made to the tickets. Any additional outlay occasioned by negligence attributable to the contractor will be borne by the contractor.

Purchase and delivery of tickets

e. Delivery of tickets: The contractor will contact the speakers as necessary to make arrangements for sending e-tickets or paper tickets, or for making them available for collection at the airport of departure.

f. Visas: The contractor must assist participants to obtain in due time any visas they may need in order to travel to the conference venue. Such help will consist of providing all the information and documentation (for example, administrative forms) that participants need to obtain the necessary visas. Where a participant encounters problems with obtaining a visa, the contractor must inform Eurostat immediately.

g. Reimbursement of visa costs: The costs of visas should be reimbursed to the speakers on the basis of supporting documents: presentation of the original passport, endorsed with the appropriate tax stamps and official stamps, and/or of the official receipt issued by the appropriate consular department.

Deliverable 5: The expected results for this task are: the appropriate travel tickets booked, purchased and delivered to the 50 speakers; speakers travelling to the conference by car receive the cost of a rail ticket for the equivalent journey (first class for international journeys) (one per car); participants obtain required visas in good time, and costs of visas are reimbursed to the speakers, according to the conditions set out above.

Task 6– Hotel Reservations

The contractor will reserve and provide (including payment) hotel accommodation for up to 50 speakers, from the evening before the start of the conference to the morning after the end of the conference, including breakfast. One room with en-suite bathroom per person should be foreseen.

The contractor will also reserve hotel accommodation for up to 200 further participants upon request (hotel costs will not be reimbursed to the participants).

The accommodation must be reserved in one or more hotels suitable for high level participants and be in close proximity to the conference centre where the event will take place (no more than 10 minutes walk or 15 minutes by bus).

Deliverable 6: The expected results for this task are the reservation of one hotel room with en-suite bathroom per participant and the provision of one hotel room with en-suite bathroom per speaker.

Task 7 – Catering and social events for the conference

The contractor shall provide a buffet lunch (including coffee and tea) at the conference venue for up to 300 persons on each day of the conference. The contractor will take into account cultural or personal dietary requirements of participants and provide suitable food/drinks.

The contractor will provide water for conference participants, as well as coffee and tea for participants during morning and afternoon breaks in the conference programme.

The contractor should propose a plan to enhance social interaction among participants, including at least two social events:

- On the first evening of the conference, the contractor will provide a welcome cocktail; and

- will organise a social event including a dinner.

The events must be coordinated with and approved by Eurostat before the beginning of the conference, and must be limited to a reasonable and appropriate business context.

The social events and catering should be provided for all persons attending the conference (up to 300 persons).

Deliverable 7: The expected results for this task are: for all persons attending the conference: lunches provided on each day of the conference; water provided at the conference tables; catering services for morning and afternoon coffee breaks; a welcome cocktail on the first evening of the conference and one further social event, including a dinner.

Task 8 – Payment of daily allowances

Up to three daily allowances (per diem) for the stay in Luxembourg, according to the EC official rate, should be paid to up to 50 speakers when they register at the conference. One per diem is paid for each day's stay at the conference. The daily allowance is intended to cover meals, local travel within the place of mission and sundry expenses.

The EC official rate for Luxembourg is: € 92 per day.

Since lunch will be organised and paid for by the contractor for each day of the conference, with one dinner organised as part of the social programme of the conference, the daily allowance might be reduced accordingly. (European Commission rules state that the standard per diem rate will be reduced by € 24 for each lunch or dinner that was included.)

The contractor shall provide statements signed by each speaker confirming the amount of the per diem payment received.

Deliverable 8: The expected results for this task are the organisation of the payment of one adjusted per diem per speakers for each overnight stay, for a maximum of three nights for the conference.

Signed statements confirming the amount of the per diem payment received.

Task 9 – Reporting activities

(1) Drafting, distributing, collecting, and analysing conference evaluation questionnaires

The contractor will draft and make available to all participants a conference evaluation questionnaire on various organisational issues, including, *inter alia*, how participants rated the conference, session organisation, and conference content, hotel and travel arrangements, conference room facilities, secretarial help. The questionnaire should be made available in English; it will be prepared in a modern way (electronic device available during the conference or by email after the conference). The questionnaire (or alternative way to get feedback from participants) must be submitted to Eurostat for approval during one of the progress meetings or by e-mail at least four weeks before the conference. The contractor will be responsible for gathering and analysing the replies to these questionnaires, and will submit the replies and analysis to Eurostat within one month after the end of the conference.

(2) Prepare and send out approved conference proceedings

Within two months of the end of the conference, the contractor will produce a draft summary of discussions and conclusions, in a clear and easy-to-read manner. The document should be appropriate for web publication and present a comprehensive overview of the conference. Therefore, the contractor will make sure that the notes at each session will be taken by someone with sufficient knowledge of social statistics, who, in collaboration with the speakers, will finalise the notes for publishing.

The conference proceedings (including, *inter alia*, summary of discussions and conclusions) should be drafted in English and submitted to Eurostat for approval. Moreover, the contractor will prepare a final list of all the conference participants (names, official addresses, position in organisation, and contact details, in so far as these have been released for distribution by the participants).

The list of conference participants and the conference proceedings shall be uploaded to the conference website.

3) Report on travel and per diem costs

Within one month of the end of the conference, the contractor shall prepare a report itemising, for each speaker and discussant, the amounts paid in travel costs and per diem payments.

Deliverable 9: The expected results for this task are:

For the conference, a final list of all the conference participants (names, official addresses, position in organisation, and contact details, in so far as these have been released for distribution by the participants).

Two months after the conference, the draft conference proceedings (including, *inter alia*, conference minutes and conclusions) in English and the replies and the analysis of the conference evaluation questionnaire shall be delivered to Eurostat.

Report on travel and per diem costs.

2.4 Meetings and missions

A kick-off meeting (maximum duration half a day) will be organised in Luxembourg, in the Commission's premises, within 30 days of the beginning of the execution of the tasks, unless otherwise agreed by the parties.

Up to three additional progress meetings (maximum duration half a day) with Commission staff may be held in Luxembourg, in the Commission's premises. For these meetings the contractor will prepare progress reports to be sent to Eurostat at least three days prior to the meetings. Additional meetings on a monthly basis may be requested by Eurostat (by telephone or videoconference as agreed).

The minutes of each meeting will be prepared by the contractor and sent to Eurostat within 5 working days after the meeting for approval. Between meetings, work will continue largely by e-mail.

Travel expenses for such meetings should be included in the financial proposal of the tender.

2.5 Duration and timetable

The contract is expected to be signed in the 4th quarter of 2015.

Execution of the tasks is to start on the date of entry into force of the contract. The overall duration of the work will be 16 months. The work will be covered by one contract.

The overall indicative timetable is the following:

Task	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12	M13	M14	M15	M16
Task 1 – English Proof reading and standardising conference documents					x	x	x	x	x	x	x	D1				
Task 2 – Setting up and maintaining the conference website		x	x	x	x	x	x	x	x	x	x	D2	x	x	x	
Task 3 – Live streaming during the event												D3				
Task 4 – Providing general and secretarial support before and during the conference			x	x	x	x	x	x	x	x	x	D4	x	x		
Task 5 – Travel Arrangements				x	x	x	x	x	x	x	x	D5				
Task 6 – Hotel Reservations					x	x	x	x	x	x	x	D7	x			
Task 7 – Catering and social event for the conference						x	x	x	x	x	x	D7	x			
Task 8 – Paying of daily allowances												x	D8			
Task 9 – Reporting activities													x	x	x	D9

Legend:

- M – month of project lifetime
- x – task's lifetime
- D – deliverables (expected results, see item 2.3 above)

A detailed timetable should be provided by the tenderer in the offer.

2.6 Reports

The work carried out by the contractor under the contract will be the subject of the following reports, which must be sent to Eurostat by the contractor both in hard copy and electronic format. All reporting should be done in English.

– Six months after the starting date of the execution of the tasks referred to in Article 1.2.3 of the contract, the contractor shall provide, in view of the execution of the tasks referred to in 2.3, an interim technical report relating to the execution of the contract describing the results obtained and the means which were implemented for the execution of the contract.

– Sixteen months after the starting date of the contract, the contractor shall provide a final technical report relating to the execution of the contract describing the results obtained and the means which were implemented for the execution of the contract.

These reports shall accompany the corresponding invoice.

2.7 Assessment of results

Evaluation of the results will be based on the following criteria:

- Respect of deadlines
- Accuracy
- Commitment
- Professionalism
- Use of appropriate expertise for each task
- Spirit of initiative; creativity
- Good communication
- Participant satisfaction survey
- Understanding needs and situations

2.8 Specific conditions

- Resources made available by Eurostat

All work under this contract will be carried out in close collaboration with Eurostat.

Eurostat will make initial contact with potential speakers.

Eurostat will send out invitations, the preliminary information notice and the agenda; all following communication with participants, as well as conference speakers (excluding scientific content-related), will be the responsibility of the contractor.

Eurostat will provide the contractor with the contact points at the participating organisations.

Eurostat will also facilitate communication and meetings with relevant Eurostat staff members, as well as access to relevant documentation, if necessary for the implementation of the present contract.

- Specific conditions for the execution of the contract

None

SECTION 3 INFORMATION ON THE CONTRACT

3.1 General information

The submission of a tender in response to an invitation to tender issued by the Commission implies that the tenderer:

– accepts all the conditions laid down in the invitation to tender and the contract (in annex 10);

– waives his or her own conditions of sale/service, terms of business or other general terms and conditions;

– confirms that there has been no collusion with other contractors in bidding for the work and there has been no canvassing or soliciting of Eurostat staff.

All documents submitted by tenderers become the property of the Commission and are deemed confidential.

The Contractor is to carry out the tasks in accordance with:

1. the contract;
2. the technical specifications;
3. the tender.

In the event of conflict between these three documents, their provisions will apply in descending order.

Once the Commission has opened the tender, the document shall become the property of the Commission and it shall be treated confidentially.

Variants are not allowed.

The place of the work will be the Contractor's usual workplace, unless stated otherwise in section 2.

3.2 Payments

Contracts will be expressed in euro. All payments under these contracts will also be made in euro.

Payments under the contract will be made in accordance with Articles I.4 and II.15 of the draft contract in Annex 10.

3.3 Replacement of persons assigned to carry out the work

The Commission expects the contract to be executed by those persons identified in the tender. Whenever a replacement is necessary, the Contractor must ensure a high degree of stability of the services and an effective transfer of information.

Any replacement must be submitted to the Commission for written approval. The Contractor shall provide a timely replacement with at least equivalent qualifications and experience if:

– for duly justified reasons, a person is unable to continue providing his services;

– any person specified in the contract is found by the Commission to be incompetent in discharging or unsuitable for the performance of his duties under the contract or if carrying out his tasks under the contract prejudices the good and timely performance of the contract. Unless otherwise stated, if the Commission requests a replacement in writing, the Contractor must propose a replacement within one month of the receipt of the Commission's request. Failure to make such a proposal within this period will be considered a breach of contract.

Such a replacement will not oblige the Commission to pay any remuneration, fees or costs additional to those laid down in the initial contract. The Contractor must bear any additional costs arising from or incidental to such replacement. Such costs will include the costs of the return journey of the replaced member of staff and his family, the costs of the replacement's training and, if necessary, the expenses arising from the need to maintain simultaneously at the place of work the member of staff to be replaced and his replacement.

3.4 Personal data and intellectual property rights

3.4.1 Personal data

If processing your reply to the invitation to tender involves the recording and processing of personal data (such as your name, address and CV), such data will be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Unless indicated otherwise, your replies to the questions and any personal data requested are required to evaluate your tender in accordance with the specifications of the invitation to tender and will be processed solely for that purpose by the unit involved. Details concerning the processing of your personal data are available at:

http://ec.europa.eu/dataprotectionofficer/privacystatement_publicprocurement_en.pdf

Your personal data (name, given name if natural person, address, legal form, registration number and name and given name of the persons with powers of representation, decision making or control, if legal person) may be registered in the Early Warning System (EWS) only or both in the EWS and Central Exclusion Database (CED) by the Accounting Officer of the Commission, should you be in one of the situations mentioned in the Commission Decision 2008/969/EC, Euratom of 16 December.2008 on the Early Warning System (for more information see http://ec.europa.eu/budget/info_contract/legal_entities_en.htm) or the Commission Regulation (EC, EURATOM) N° 1301/2008 of 17 December 2008 on the Central Exclusion Database.

3.4.2 Intellectual property rights

Your attention is drawn on Article I.8 of the contract's special conditions which contains specific provisions on intellectual property rights related to the results of the contract and their use.

3.5 E-prior

The execution of the contract between the Commission and the contractors could be automated by the use of the following applications: e-Invoicing, e-Catalogue, e-Ordering, e-Request.

At the request of the Commission, the use of the above applications could be mandatory for contractors during the lifetime of the contract.

The Annex 11 explains the technical and functional characteristics of the above mentioned applications. Moreover, it allows for the estimate of the implementation workload on the side of the tenderers.

Other applications as e-Sourcing and e-Fulfilment, which are currently under development may be implemented on a voluntary basis during the contract execution.

SECTION 4 INFORMATION ON THE TENDER PROCEDURE

4.1 General information

This invitation to tender is published in the Official Journal (OJ) in accordance with the "Financial Regulation": REGULATION (EU, EURATOM) No 966/2012 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002[1].

This invitation to tender is intended to be competitive. Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements, collude or make arrangements with competitors, canvass or solicit Commission staff or influence the evaluation committee or its individual members in any way during the tendering process will render his or her tender invalid.

The tender must be clear and concise, with continuous page numbering, and assembled so as to constitute a coherent whole (e.g. bound or stapled, etc.). Since tenderers will be judged on the content of their written offers, these must clearly state that the tenderer is able to meet the requirements of the specifications and is capable of carrying out the work.

Tenders must be written in one of the official languages of the European Union. They must include all the information and documents required by the Commission for the appraisal of tenders on the basis of the exclusion, selection and award criteria, in accordance with these specifications, in the absence of which the Commission may decide to exclude the tender from the award procedure for the contract. For details, see item 4.4 “Structure of the tender”.

4.2 Who may participate in this invitation to tender

Participation in this invitation to tender (including each member of a consortium if applicable) is open on equal terms to all natural and legal persons coming within the scope of the Treaties and to all natural and legal persons who are nationals of countries which:

- have a special agreement with the European Union in the field of public procurement under the conditions laid down in that agreement or,

- have ratified the Plurilateral Agreement on Government Procurement (GPA) concluded within the WTO, under the terms of that Agreement;

except

any institutions or individuals that have participated in the preparatory work for the conference (for example as a member of a scientific advisory group specifically formed to prepare the conference programme) shall be excluded from participation in the call either as main bidders, member of consortium or sub-contractors.

A service provider may consider submitting a tender as a single entity or decide to collaborate with other service providers to present a bid: either by submitting a joint tender (via a consortium) or through subcontracting. These two approaches may be combined.

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[1] OJ L298 of 26.10.2012

In all cases the tender must clearly specify whether the providers involved in the tender are acting as members of the consortium (joint tender) or as subcontractors (this also applies where the companies involved belong to the same group or where one of these companies is the parent company of the others).

A joint tender is a situation where an offer is submitted by a group of tenderers (consortium). If awarded the contract, each member of the consortium will be jointly and severally liable towards the Commission for the performance of the contract.

Consortia members in joint tenders may submit only one tender for a single contract. The tender must indicate which member will represent the consortium in dealing with the contracting authority. The tender must describe the form the cooperation is to take in order to achieve the desired results and how technical, administrative and financial aspects will be organised.

If the tender does not mention that all members are jointly and severally liable, all other parties included in the tender than the party signing the tender (tenderer) will be considered subcontractors.

Subcontracting is the situation where a contract has been or is to be concluded between the Commission and a contractor and where the contractor, in order to carry out the contract, enters into legal commitments with other legal or natural persons for performing part of the service (in particular, any work performed by an expert who is not an employee of the tenderer will be considered as subcontracted). The Commission has no direct legal relationship with the subcontractor(s).

If certain tasks provided for in the contract are entrusted to subcontractors, the Contractor shall remain bound by his obligations to the Commission under the Contract and shall bear exclusive liability for proper performance of the Contract. (see Article II. 7 of the draft contract in Annex 10).

During implementation of the contract the Contractor must obtain prior written approval from the Commission in order to replace a subcontractor and/or have work which was not originally subcontracted in the original tender carried out by third parties.

See Section 4, item 4.4 which information must be provided in case of consortium and subcontracting.

4.3 How to send a tender

4.3.1 General Information

If you are interested in this contract, you should submit one original and five copies of your tender (see structure below) on paper (for each lot concerned, if several lots are proposed).

You must indicate on the parcel the title of the call for tender, the reference number, the lot number (if any) and the name of the tenderer. It should also bear the words "Invitation to tender – not to be opened by the mail service". If a self-adhesive envelope is used as parcel, it must be sealed with adhesive tape and the sender must sign across this tape.

The tender must meet the deadline mentioned in the contract notice and be submitted:

- either **by registered mail or by courier service**, postmarked or registered by the courier service not later than **12/11/2015**, to the following address:

European Commission
Eurostat - Unit A.5 - (CAD) BECH F2/907
Jean Monnet Building
Rue Alcide de Gasperi
L-2920 Luxembourg (Kirchberg)

The outer envelope should bear, in addition to this address, the project title and the reference number of the invitation to tender.

- or **by hand delivery**, i.e. by delivery in person or by an authorised representative, not later than **4:30 p.m.** on **12/11/2015** to the following address:

European Commission
Eurostat - Unit A.5 – (CAD) BECH F2/907
Jean Monnet Building – Main entrance
Rue Albert Wehrer
L-2920 Luxembourg (Kirchberg)

where a signed and dated receipt must be obtained from an official in the Commission's central mail department who takes delivery. This department is open from 08:30 to 12:30 and 13:30 to 16:30 Monday to Friday. It is closed on Saturday, Sunday and Commission holidays.

If the bid is delivered by hand in person, it must actually reach the address indicated above no later than the hour and day indicated. See the summary table below:

	Final date	**Proof concerning**	
		submission of tender	**compliance with deadline**
Registered letter deposited in the post office network	The tender must be **posted** on the final date at the latest (regardless of the time)	Receipt issued by the post office	Postmark
Mail deposited with a messenger service	The tender must be **deposited** with the messenger service on the indicated date at the latest (regardless of the time)	Receipt issued by the messenger service	Date of the receipt
Delivery by hand, by the tenderer or by an authorised representative	The tender must arrive at the above-mentioned office address no later than the specified time on the final date.	Receipt signed by an official of the above-mentioned Commission service, indicating the date and time of receipt. This receipt will be issued on the spot to the tenderer or authorised representative.	Date of the receipt

The Commission will not reimburse expenses incurred in preparing and submitting tenders.

4.3.2 Date and place of opening of the tenders

Tenders will be opened on 23/11/2015 at 10 a.m. at the following address:

Eurostat
Room B4/444
Joseph Bech Building
rue Alphonse Weicker, 5
L-2721 Luxembourg (Kirchberg)

One authorised representative of each tenderer may be present at this opening session. A written authorisation signed by the tenderer or his duly authorised agent must be presented to the chairman of the opening committee.

4.3.3 Contact with Eurostat

In principle, no contact is permitted between the Commission and the tenderer during the procedure. However, contact may exceptionally be permitted before the final date for the receipt of bids:

- On the tenderers' initiative in order (and only then) to clarify the nature of the contract. Such requests for additional information should be in writing only and indicate the section(s) and paragraph(s) to which they refer and shall be made through the "Question&answers" section in e-Tendering website: https://etendering.ted.europa.eu/cft/cft-display.html?cftId=1032 Provided it has been requested in good time, such additional information will be supplied simultaneously to all economic operators on e-Tendering website- address https://etendering.ted.europa.eu/cft/cft-display.html?cftId=1032 no later than six days before the deadline for the receipt of tenders or, in the case of requests for information received less than eight calendar days before the deadline for receipt of tenders, as soon as possible after receipt of the request. The contracting authority is not bound to reply to requests for additional information made less than five working days before the deadline for receipt of tenders.
- On the initiative of the contracting authority, in order to inform all interested parties of the existence of an error, a lack of precision, an omission or any other type of defect in the documents relating to the invitation to tender by supplying information on the e-Tendering website address https://etendering.ted.europa.eu/cft/cft-display.html?cftId=1032

After the tenders have been opened, contact may be permitted only on the initiative of the contracting authority, where some clarification is required in connection with a tender, or if obvious clerical errors in the tender must be corrected.

In any event, such contact must not lead to any amendment of the terms of the tender.

In exceptional case (unavailability of e-Tendering, other reason…), and under the conditions described above, further information can be obtained by sending an **e-mail, fax or letter** to:

ESTAT FINANCIAL CELL DIR F

Eurostat
Office D2/716
Jean Monnet Building
Rue Alcide de Gasperi
L-2920 Luxembourg (Kirchberg)
E-mail: ESTAT-FINANCIAL-CELL-DIR-F@ec.europa.eu

4.3.4 Period of validity of the tender

Tenders must be firm and not be subject to revision for the duration of the work. The tender must remain valid for a period of **12 months** following the closing date for receipt of the tenders as indicated under point IV.3.4 of the contract notice. Where the initial contract is stated to be renewable, the offer will remain valid for such renewals. Upon renewals of contracts, the Commission reserves the right to request updated forms for exclusion and selection criteria (see item 4.4 below). The contract(s) will be signed within the validity period, during which the tenderer must continue to meet all the requirements set in the exclusion, selection and award criteria. If the situation concerning these requirements has altered in the period that has elapsed since the tender in question was submitted, any changes must be reported immediately and at the bidder's own initiative to the Commission.

4.4 Structure of the tender

Tenders must be presented in the following five sections including all the requested information (in the absence of which the Commission may decide to exclude the tender from the award procedure for the contract) and perfectly legible so that there can be no doubt as to words and figures:

– *Section One: Administrative information*

– *Section Two: Exclusion criteria*

– *Section Three: Selection criteria*

– *Section Four: Technical bid*

– *Section Five: Financial bid*

The Commission reserves the right to request any other additional information in relation to the tender submitted, for evaluation or verification purposes within a time-limit mentioned in its request.

4.4.1 Section One: Administrative information

In the first section, the tenderer must provide:

- A cover letter duly signed by the legal representative of the tenderer

- A table of contents (with page numbers)

- Administrative documents concerning its legal situation, i.e.:

Case 1: Submission by one tenderer

– The completed "Administrative information form" as provided in Annex 1;

– The "Legal entity form" (Annex 2) completed and signed by an authorised representative of the tenderer, accompanied by all the requested supporting evidence. A standard form for individuals, private entities and public entities in each Member State language is available at the following Internet address:

  http://ec.europa.eu/budget/info_contract/legal_entities_en.htm

– The "Financial identification form" (Annex 3) filled in and signed by an authorised representative of the tenderer and his bank. A specific form for each Member State is available at:
  http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm

– The questionnaire for joint bids and/or subcontracting signed by a legal representative of the tenderer (lead partner in case of joint bid with subcontracting) (Annex 4)

Case 2: Submission in case of the tenderer with subcontractor(s)

If the tenderer wishes to subcontract all or part of the services, in addition to the documents to be provided in case 1, the following information must be provided in the tender:

– The "Legal entity form" (Annex 2) completed and signed by the authorised representative of each subcontractor, accompanied by all the requested supporting evidence. A standard form for individuals, private entities and public entities in each Member State language is available at the following Internet address:

http://ec.europa.eu/budget/info_contract/legal_entities_en.htm;

– A letter of availability from the subcontractor that he intends to work together with the tenderer if the tenderer is awarded the contract (Annex 5) ;

Case 3: Submission of joint tender

Each entity involved (all members of the consortium included the lead partner) must provide following documents:

– The completed "Administrative information form" as provided in Annex 1;

– The "Legal entity form" (Annex 2) completed and signed by an authorised representative of the tenderer, accompanied by all the requested supporting evidence. A standard form for individuals, private entities and public entities in each Member State language is available at the following Internet address:

  http://ec.europa.eu/budget/info_contract/legal_entities_en.htm

– A letter signed by each member of the consortium, except the lead partner, giving the authorisation to the lead partner to submit the tender on its behalf.

In addition, the following documents must be provided by the lead partner:

– The "Financial identification form" (Annex 3) filled in and signed by an authorised representative of the tenderer and his bank. A specific form for each Member State is available at: http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm

– The questionnaire for joint bids and/or subcontracting signed by a legal representative of the lead partner. (Annex 4)

The following document must be provided by the lead partner only before the signature of the contract and on the request of the Commission:

– "Power of attorney" filled in and signed by an authorised representative of each partner (Annex 6)

4.4.2 Section Two: Exclusion criteria

The tenderer(s) including each partner in case of joint tender and each subcontractor must provide the "Declaration on grounds for exclusion" (Annex 7).

Tenderers will be excluded from participation in the procedure of the call for tenders where:

(a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

(b) they or persons having powers of representation, decision-making or control over[2] them have been convicted of an offence concerning professional conduct by a judgment of a competent authority of a Member State which has the force of *res judicata*;

(c) they have been guilty of grave professional misconduct proven by any means which the contracting authorities can justify including by decisions of the European Investment Bank and international organisations;

(d)) they are not in compliance with all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established, with those of the country of the contracting authority and those of the country where the contract is to be performed;

(e) they or persons having powers of representation, decision-making or control over them have been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity, where such activity is detrimental to the Union's financial interests;

(f) they are subject to an administrative penalty following the cases where:

- they have been guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or failing to supply this information.

- they have been declared to be in serious breach of their obligations under contracts covered by the European Union budget.

Contracts may not be awarded to tenderers who, during the procurement procedure:

(g) are subject to a conflict of interest.

(h) are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or fail to supply this information.

(i) find themselves in one of the situations of exclusion referred to points (a) to (f) above.

Only on request, and for contracts of a value higher than EUR 134°000, the tenderer(s) (all partners in case of joint tender) to whom the contract is to be awarded shall have to provide evidence that they are not in any of the situations listed above.

The contracting authority will accept, as satisfactory evidence:

– for situations referred to in (a), (b) or (e), a recent extract (dated no earlier than 4 months before the deadline for submission of tenders) from the judicial/criminal records or, failing this, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance attesting that these requirements are satisfied. For situation referred to in (b) and (e), if the tender is a legal person, information on the natural persons with power of representation, decision-making or control over the legal person shall be provided only upon request by the contracting authority;

– for the situation referred to in (d), a recent certificate or letter (dated no earlier than 4 months before the deadline for submission of tenders) issued by the competent authority of the State concerned. These documents must provide evidence of payment of all taxes

[2] This covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares

and social security contributions for which the tenderer is liable, including VAT, income tax (natural persons only), company tax (legal persons only).

Where the Tenderer is a legal person and the national legislation of the country in which the Tenderer is established does not allow the provision of such documents for legal persons, the documents should be provided for natural persons, such as the company directors or any person with powers of representation, decision making or control in relation to the Tenderer.

For any of the situations referred to in (a), (b), (d) or (e), where any document described in the two paragraphs above is not issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement (the form in Annex 7 may be used for this purpose) made by the interested party in front of a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

- for situations referred to in (c), (f), (g) and (h) the form in Annex 7 duly signed and dated by the interested party.

The contracting authority may impose administrative and financial penalties on tenderers to whom one of the grounds for exclusion listed above applies, in accordance with the Financial Regulation.

4.4.3 Section Three: Selection criteria

a- Economic and financial capacity:

Tenderer(s), in case of joint tender each partner, must

- fill in the compulsory reply form for accounting data (Annex 8)
- enclose the full set of annual accounts (balance sheet, profit and loss account and notes on the accounts) for the last two years.

If these documents are unavailable for a valid reason properly justified in the tender, the tenderer may prove his economic and financial capacity by other means which the Commission considers appropriate.

If these documents have already been provided within the framework of another call for tender published by Eurostat in 2015, you do not have to provide them again.

b-Technical and professional capacity:

The following documents must be provided by the tenderer(s) as an evidence of the educational and professional qualifications:

- Tenderers must enclose a CV of all personnel to be involved directly in performing the contract (including those working for any subcontractors) indicating educational and professional qualifications and experience in areas relevant to the subject of this tender.
- In the CV the language competence must be mentioned, bearing in mind that the main working languages in the Commission are English, French and German.
- Tenderers must indicate whether or not the proposed staff is currently working for the tenderer on the date of submission of the offer. The tender will clearly indicate if the proposed expert is an employee or not of the tenderer. If the proposed expert is not an employee, he/she will be considered as a subcontractor. Any person who is engaged on another project, where the input from his/her position in that contract will not have ended before the expected start of his/her activities under this contract, and where this commitment restricts his/her intended role under this contract must not be proposed for this contract.

– A signed commitment (letter of availability) from all involved persons (including employees and subcontractors) to accept the work proposed by the tenderer if the tenderer is awarded the contract (Annex 5) must be attached.

In addition, the tenderer shall provide a list of the principal services provided in the past three years, with the amounts, dates and recipients (public or private) and any relevant evidence proving the requirements of the selection criteria (refer to section4.5.1 b)).

4.4.4 Section Four: Technical bid

The technical bid is the core of the tender and it is essential that it conforms perfectly to all requirements listed in the technical specifications.

If it is intended to subcontract part of the service, this should be indicated and quantified (the identity of and resources provided by the subcontractor).

4.4.5 Section Five: Financial bid

The compulsory reply form (Annex 9) must be used.

– prices must be expressed in euro

– prices should be quoted free of all duties, taxes and other charges, i.e. also **free of VAT**, as the European Commission is exempt from such charges pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union (of 8 April 1965).

– All costs associated with the completion of the work, including overheads such as infrastructure, administration, costs and travel should be included in the overall fixed price in the financial proposal (no reimbursable variable costs).

4.5 Assessment method and award of the contract

4.5.1 Exclusion and selection of tenderers

The assessment of tenderers will take place in 2 stages:

a- Exclusion of tenderers

The exclusion criteria will be assessed in relation to each tenderer or subcontractor individually.

To be eligible for participating in this tender procedure, tenderers must not be in any of the situations covered by the exclusion criteria (see item 4.4.2)

b- Selection of tenderers

Tenderers will be selected if they have the economic and financial capacity as well as the technical and professional capacity to perform the tasks required in this call for tender.

- The **economic and financial capacity** of the tenderer will be assessed on the basis of the last annual turnover and the examination of the following figures or ratios (own funds capital, working capital, gross operating surplus, net result, self-financing capacity, general liquidity, debt, coverage of third-party funds by self-financing capacity, and profitability). Special attention will be paid to the following criteria: own funds, working capital, gross operating surplus, liquidity ratio and debt ratio.

  The last annual turnover has to be at least the double of the annual value of the contract to be awarded (equal to the annual value of the financial offer submitted).

In the case of joint tender (consortium) or subcontracting, this turnover criteria shall be assessed in relation to the combined turnover of all the parties involved in the tender.

The relevant evidences have to be provided as mentioned in point 4.4.3 a).

- The **technical and professional capacity** of tenderer(s) will be assessed from the qualifications of the staff/experts proposed, the principal services provided in the past three years and, if any, the specific requirements mentioned in the tender specifications. In the case of joint tender (consortium) or subcontracting, the technical and professional capacity shall be assessed in relation to the combined capacity of all the parties involved in the tender.

  The tenderer must meet the following criteria.

Criteria relating to the tender:

Criterion	Experience in the field of conference organisation
Minimum requirement	experience in the field of conference organisation, with at least 5 comparable conferences organised in the last three years
Documentary evidence	Details of conferences organised

Criteria relating to the team delivering the service

Criterion	Language capabilities
Minimum requirement	Experience of working in English. At least one person in the team allocated to this contract should speak English fluently (equivalent to level C1 of the European Framework of Reference for Languages).
Documentary evidence	CVs of staff members

The assessment will be based on the tender and on tenderers' answers in the compulsory reply forms. Tenderers who wish to be taken into consideration must submit all the necessary supporting documents and must use the forms provided in the annexes to this document.

Incomplete tenders may be rejected. However, the Commission may request the submission of missing formal documents by electronic mail (normally to be submitted within 24 hours of the request).

In addition, the Commission reserves the right to use any other information from public or specialist sources.

4.5.2 Award of the contract

a- Evaluation of the technical quality of the bid

The evaluation (award) criteria will be assessed in relation to the tender as a whole.

The technical bid (including any subcontracted parts) must be sufficiently detailed to enable the bid to be assessed on the basis of all award criteria mentioned below. It should meet the technical specifications and address all matters laid down therein. The tender should provide all the information required to award the contract, including a description of the intended team structure and the respective role of each team member and (where applicable) models, examples and technical solutions to problems raised in the specifications.

Merely repeating the mandatory requirements set out in these specifications without going into detail or adding any value will result in a very low score. The degree to which the criteria are met will be measured by a points score for each criterion. The relative importance of criteria for the overall score is indicated by the weighting of the award criteria.

Before its dispatch, please check that your bid is well documented according to the award criteria.

The technical quality of the bid will be assessed on the basis of the following criteria:

1. Comprehension (15 *points*)

Does the tenderer's interpretation of the terms of reference demonstrate that he has:

- understood the main aspects, scope of the project, the volume of work involved, and above all the objectives and expected results?

- covered all of the essential points, offering a clear and detailed description of the proposed way to proceed for each task?

2. Technical approach and methodology (*40 points*)

Does the practical implementation proposed for the project demonstrate efficiency and effectiveness of approach and method taking into account any particularities that are mentioned in the specific project?

Level of detail of description of the work and the clarity of practical application on how to achieve the project's goals and outputs, if possible with examples to demonstrate that it will work.

Presentation of the expected results; description of tangible results to be attained.

3. Work plan and timetable *(15 points*)

Are the work plan and the timetable detailed enough to demonstrate that the method is feasible by the proposed deadline?

Does the work plan make specific reference to mobilisation of the experts/team, appropriate evaluation points, submission of reports and documents, specific meetings etc.?

Does the tender show agreement that implementation of the work programme is feasible, including rapid start-up and reports submitted on time?

4. Management arrangements *(15 points)*

Organisation of work – covering both implementation of the contract and also how the Contractor will provide support for the management and administration of the contract.

A description of how autonomously the tenderer is able to implement the project, an estimate of how much and what kind of Eurostat involvement would be needed to ensure successful delivery and how cooperation with the Commission will be managed in practice.

Staffing arrangements – Appropriate resources proposed for achieving the desired objectives. Description of how each of the proposed experts will be assigned to the various elements of the work. Description of the control the tenderer will exercise over those working on the project. This should include an indication of how the tenderer will assure continuity if those assigned to the project leave.

5. Quality arrangements *(15 points)*

Proposed approach to ensure that the service provided/work delivered to Eurostat will be of high quality. Spirit of initiative and creativity in proposing solutions that will increase the chances of the conference attaining its objective (as described in point 1.6).

b- Method of selecting the economically most advantageous tender

Only tenderers whose bid has scored 50 points or more on the technical evaluation according to the criteria and points set out under item 4.5.2.a may participate in the evaluation of the financial proposal. The contract will be awarded to the economically most advantageous tender, on the basis of the following method: the price of each bid is divided by the number of technical points awarded to the bid. The bid with the lowest ratio is deemed the economically most advantageous.

c- Notification of tenderers of decisions taken by the contracting authority

The contracting authority will inform all unsuccessful tenderers, simultaneously and individually, as soon as possible after the award decision and within the following week at the latest, by fax or electronic means, that their application or tender has not been accepted, specifying in each case the reasons why the tender or application has not been accepted.

At the same time that it notifies unsuccessful tenderers that they have not been accepted, Eurostat will notify the successful tenderer of the award decision. This notification does not constitute a commitment on the part of Eurostat.

Unsuccessful tenderers may request additional information about the reasons for their rejection in writing by mail, fax or email, and all tenderers who have put in an admissible tender (i.e. one that meets the exclusion and selection criteria) may obtain information about the characteristics and relative merits of the tender accepted and the name of the successful tenderer.

However, certain details need not be disclosed where disclosure would hinder application of the law, would be contrary to the public interest or would harm the legitimate business interests of public or private undertakings or could distort fair competition between those undertakings.

The contracting authority must reply within fifteen calendar days from receipt of the request.

The contracting authority may not sign the contract with the successful tenderer until 14 calendar days have elapsed.

That period shall run from either of the following the day after the simultaneous dispatch of the notifications to successful and unsuccessful tenderers.

Where fax or electronic means are used for the communication with tenderers, the standstill period shall be 10 calendar days

If only one tender has been received, there will not be a standstill period for signing the contract.

If necessary, the contracting authority may suspend signing of the contract for additional examination if justified by the requests or comments made by unsuccessful tenderers during the standstill period or any other relevant information received during that period. In that event, all the tenderers must be informed within three working days following the suspension decision.

Should it not be possible to conclude the contract with the successful tenderer or should they withdraw, Eurostat reserves the right to review its decision and to award the contract to another tenderer, to close the procedure or to abandon the procurement.

Any request for information and any reply will have neither the purpose nor the effect of suspending the deadline for lodging an appeal against the contract award decision, which must be done within two months of the notification.

d- No obligation to award the contract

Opening to competition or the launch of an invitation to tender in no way imposes on the Commission an obligation to award the contract. The Commission will not be liable for any compensation for tenderers whose tenders have not been accepted, nor will it be so liable if it decides to abandon the procurement or cancel the award procedure. This decision would be substantiated and notified to the tenderers.