



EUROPEAN COMMISSION
EUROSTAT

Directorate A: Cooperation in the European Statistical System; International cooperation; Resources
Unit A-6. Statistical Cooperation

Invitation to tender for the supply of statistical services

**Title: ORGANISATION OF MEETINGS, SEMINARS AND WORKSHOPS FOR
ENP-SOUTH COUNTRIES**

ESTAT/A/2013/012

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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, businessmen, 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 meetings, seminars and workshops for ENP-South countries.

1.3 Glossary

ENP – European Neighbourhood Policy

ESS – European Statistical System

NSI– National statistical institute

ESSC – European Statistical System Committee

SECTION 2 TECHNICAL INFORMATION

2.1 General information and objectives

Eurostat provides technical assistance on statistical matters to the national statistical services of the Mediterranean countries covered by the European Neighbourhood Policy (ENP), known as the ENP-South: Algeria, Egypt, Israel, Jordan, Lebanon, Libya, Morocco, Palestine, Syria¹, and Tunisia.

As part of this technical assistance, a Forum of Euro-Mediterranean Statisticians and a number of associated thematic Working Groups (WGs) have been set up in the areas of Business registers, Energy, Labour, Migration, Trade and Transport statistics, as well as Working Groups on Quality in statistics and Training. The overall aim is to improve the availability, quality and comparability of statistics in the ENP-South countries, to share and learn from each other's experiences, and to encourage a coordinated approach to common problems. Each working group will meet once between May 2014 and October 2015. Moreover, a small number of seminars/workshops will be organised.

The objective of this call for tender is to assist Eurostat by organising a total of 14 meetings, workshops and seminars for ENP-South countries and by supporting the participation of the NSIs of the ENP-South countries in the 2014 and 2016 Eurostat Conference on Quality in Statistics (Q2014 and Q2016).

2.2 Volume of the contract

Over the three year period 2014-2016, the volume of the work will consist of the organisation of 14 different events, meetings, workshops and seminars, as well as supporting the participation of the ENP-South countries in Q2014 and Q2016. Among the tasks involved are providing meeting facilities, relevant expertise, translation into English and French of approximately 200 pages, support and interpretation during the events, and travel and accommodation arrangements for the participants. A more complete description of tasks is given in 2.3 below.

2.3 Tasks and expected results

Six types of event are covered by this contract:

a) A one-day workshop in 2014, plus participation in Q2014 (*June 2014*)

A one-day workshop on *Developing a regional quality assurance framework* will be organised by Eurostat, back to back to the Eurostat Conference on Quality in Statistics in Vienna (Q2014). Two participants from the NSIs of the nine ENP-South countries will be invited to the workshop and conference (a maximum of 18 persons). The contractor will provide transport, accommodation and daily allowances for the duration of the workshop, the Q2014 and the one day training course normally organised by the Conference organisers on the day before the conference (a total of six overnight stays), as well as covering their conference fees. See also f) below.

¹ Cooperation with Syria is currently suspended, but depending on political developments, it may resume during the lifetime of this contract.

b) Meetings of six thematic Working Groups (*approximately every two or three months between May 2014 and October 2015*)

Four of the thematic WGs will meet in 2014 and two in 2015. The meetings will last for two days, normally one day for planning and programming issues, and one day of associated workshop. Two persons per ENP-South country will participate in each meeting (maximum 18 people). For the WG meetings the contractor will provide a thematic short-term expert from an EU, EFTA or ENP-South country to assist in the preparation of the one-day workshops.

c) Annual meetings of the PNCs (*February 2014, 2015 and 2016*)

The Principal National Coordinators will meet every year (maximum 9 people), at a location agreed between Eurostat and the contractor. The meeting will last one day and may be arranged back to back to other events for which the participation of the PNCs would be useful. As the role of the PNC meeting is to prepare the Forum meeting, among others, it is not appropriate to organise the PNC meeting back to back with the Forum meeting.

d) Meeting of the Forum of Euro-Mediterranean Statisticians (*May 2015 and May 2016*)

In 2015 and 2016, the Forum of Euro-Mediterranean Statisticians will meet over two days in Luxembourg, back to back to the May meeting of the ESSC. The Forum will be attended by two persons per ENP-South NSI and by the leaders of the six thematic working groups (maximum 25 people).

e) Seminars on quality in statistics and QWG meetings (*October 2015 and 2016*)

In 2015 and 2016, two three-day seminars (one per year) will be organised on a topic related to quality in statistics decided by Eurostat. Each seminar will be attended by two persons per ENP-South country, as well as five speakers from EU, EFTA or ENP-South countries or from an appropriate international organisation (a maximum of 23 people per meeting). One day will be added to the end of the seminars for a meeting of the Quality Working Group (maximum 9 people).

f) Eurostat Conference on Quality in Statistics 2016 (*May or June 2016*)

Participation of 18 persons (two persons per ENP-South NSI) in the 2016 Eurostat Conference on Quality in Statistics (Q2016), including the one day training course normally held organised by the Conference organisers on the day before the Conference will also be financed by the contract, including conference fees, travel costs, and per diem costs for five days. The location of the Q2016 is not yet known and will be decided by Eurostat.

The Conference fees are also not yet known, but in 2012 the Conference fees were € 420 for those who registered early, and €500 for late registrations. Around one third of the ENP-South participants registered late.

Unless a location is already indicated above, the contractor will propose a venue and date for the events, to be approved by Eurostat. The events may be organised in any EU Member State or Turkey. Exceptionally the events may also be held in an ENP-South country, at a location with convenient access for the participants and which offers an appropriate logistical infrastructure.

The contractor is expected to provide a fixed price for the organisation of the above events, including assistance for the intellectual content of the event (including the work of the short-term experts), meeting facilities, translation of the seminar documents and presentations,

interpretation during the events, catering, travel, accommodation and per diems for the participants from ENP-South countries and the required experts/speakers, as well as for travel, per diems and conference fees for the Q2014 and Q2016 conferences.

The services to be provided by the contractor are specified below.

Task 1 – Provision of technical expertise [for events a, b and e]

The aim of this task is to assist Eurostat for the intellectual content of the events, e.g.:

- Assist Eurostat in preparing the agenda of events a) and e) above. The topic of the 2014 workshop is *Developing a regional quality assurance framework*. Eurostat will agree with the contractor the specific topics for the seminars in 2015 and 2016. The contractor will propose a draft agenda within four weeks of agreeing the topic. Eurostat may send comments and request changes to the proposed agenda.
- For b) above, at least two months before each working group meeting the contractor will propose one short-term expert with at least two years experience of working on the theme of the working group. The proposals should be accompanied by evidence of their experience related to the topic. Together with the WG lead country, the expert will prepare and coordinate the agenda and discussion documents for the second day of the meeting (the workshop). For each expert, this is expected to involve around five days of preparation and one day of attending the meeting.
- For the seminars in e) above, at least three months before each seminar the contractor will propose five available and qualified speakers from EU or EFTA countries or from an appropriate international organisation, with an indication of the topic to be covered by their paper/presentation. The proposals should be accompanied by evidence that the proposed speakers have at least two years of experience related to the topic. The speakers should be aware of the latest developments and best practices in the EU or internationally in the specific topic of the seminars. At least four of the proposed speakers should currently work in an EU National Statistical Office, or have left the NSO less than two years before the seminar. Fluency in English or French (Level C1 of the Common European Framework of Reference for Languages) is mandatory for all proposed speakers.

Based on the qualification of the proposed speakers and short-term experts and their suitability for the topic of the seminar and audience, Eurostat will either approve the proposed speakers or will send to the contractor a list of alternative speakers.

Deliverable 1: Agendas for event a) and for events e)

Deliverable 2: Proposal of six short-term experts for the Working Groups (one for each WG), events b)

Deliverable 3: Proposal of five qualified speakers for each of the seminars, events e)

Task 2 – Translating, revising and standardising seminar documents [for events e]

The aim of this task is to translate and standardise the papers and presentations for each seminar.

The papers and presentations for the seminars will be prepared by the speakers in English or French. Experience has shown that English is the most popular language. As papers are often produced by non-native English or French speakers, the contractor will revise linguistically

the submitted papers and presentations, to ensure that they are comprehensible to an international audience, and will standardise the format of the papers.

The contractor will translate the received papers into the other language within three weeks of receiving them from Eurostat. The contractor will normally make the translations available to the seminar participants at least two weeks before the beginning of the seminar. In the case where very long papers are received, only the abstract or executive summary will need to be translated. Short translation may also be requested for other relevant seminar and meeting documentation, for example, invitations and agenda. It is estimated that a maximum of 200 pages of original text in total would require translation (100 per seminar).

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 4: Standardised (formatted) papers, presentations and other seminar documents in good quality English and French provided at least two weeks before the seminars.

Task 3 – Event facilities² [for events a (workshop only), b, c, and e]

The aim of this task is to provide meeting facilities for the meetings, workshops and seminars. These will include:

- Meeting room suitable to accommodate up to 35 people for the workshop and seminars, up to 25 people for the WGs and up to 18 people for the PNC meetings. Rooms should include president's table, podium for speakers, as well as tables and seating for all participants, with paper, pens and country name plates;
- Two interpreter cabins – each equipped according to ISO standard for two interpreters;
- Equipment for transmission and reception of simultaneous interpretation (microphones and headphones for the participants);
- One video beamer (Barco), 1 screen (minimum 3x2 m), 1 PC with standard Microsoft Windows software and connected to the beamer, will be required;
- Name badges for each participant and name plates for the meeting room;
- Water at the tables, and catering services for morning and afternoon coffee breaks;
- Facilities for participants to have direct access to fax, internet and e-mail connections;
- Photocopy facilities, including photocopy paper and toner;
- The assistance of a technician for the interpretation system, and other technical equipment and tools and related problems;

The expected results for this task are the provision of suitable seminar facilities described above, for the full duration of each event.

Deliverable 5: Meeting facilities in Vienna for the one-day workshop in 2014 - event a) above

Deliverable 6: Meeting facilities for two days per meeting, for five of the six meetings of the thematic WGs - events b) above

Deliverable 7: Meeting facilities for the one-day PNC meetings - events c) above

² It is not necessary to provide these facilities or interpretation for the Q2014, the Q2016 or the Forum meetings

Deliverable 8: Meeting facilities for four days for the seminars and combined one-day QWG meetings - events e) above

Task 4 – Providing interpretation² [for events a (workshop only), b, c, and e]

The aim of this task is to provide simultaneous English-French interpretation for the events, with two interpreters for each language. The interpreters should be experienced and with some knowledge of statistical or economic terminology. If this work will be sub-contracted by the principal contractor, the name of the sub-contractor should be submitted with the initial offer, together with evidence of their experience. The CVs of the actual interpreters must be submitted to Eurostat for approval at least six weeks in advance of each seminar.

Interpreters should have at least two years' experience in interpretation between English and French and should have provided interpretation for at least two events that required knowledge of statistical or economic terminology.

Deliverable 9: High quality simultaneous English-French interpretation provided for the duration of the events. The quality of the interpretation will be assessed by the participants.

Task 5 – Providing general and secretarial support before and during the events [for events a-e]

The invitations to each event will be sent out by Eurostat. All subsequent communication with the participants concerning the logistics of participation in the events (flights, hotels, etc, including timely updates on changes, answering questions, and resolving arising problems) will be the responsibility of the contractor. A draft participants list shall be prepared as soon as the contractor receives confirmation from the participants.

Throughout the duration of each event, except the Q2014 and Q2016, the contractor will provide the following assistance at the event venue:

- A welcome desk able to work in English and French
- Registration of participants
- Photocopying and distribution of any documents tabled at the event - this includes adding a cover page to any new documents brought to the seminar for discussion
- Distributing and collecting event evaluation questionnaires
- Taking notes, so as to be able to prepare the Forum minutes and the seminar proceedings, as specified in Task 6.

Deliverable 10: Draft participants list; welcome desk manned throughout the events by English and French speaking staff; room documents photocopied and distributed; detailed notes taken; evaluation questionnaires distributed and collected.

Task 6 – Reporting activity [events d and e]

Within two weeks of the Forum meetings, the contractor will produce draft meeting minutes in English and submit these to Eurostat for approval.

Within six weeks of each seminar, the contractor will produce draft proceedings of the seminar in English and submit these to Eurostat for approval.

The contractor will translate the approved minutes and proceedings into French, within two weeks.

The contractor will prepare a final list of all the event participants (names, official addresses, position in organisation, and contact details, in so far as the participants have agreed to their distribution).

Deliverable 11: Minutes of the Forum and proceedings of the seminars in English and French, and participants list approved.

Task 7 – Catering

The contractor will provide:

- Catering services for morning and afternoon coffee breaks for all events except the Q2014 and Q2016.
- A formal dinner in the evening of the first day of the Forum meeting.

Deliverable 12: catering services for morning and afternoon coffee breaks; and formal dinner for the Forum.

Task 8 – Travel Arrangements [all events]

The aim of this task is to provide transportation to the location of the events. For all events, travel arrangements will be made for the confirmed NSI participants and experts/speakers, up to the maximum indicated in Section 2.3 above. 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 participants arrive on the day before the event and depart no more than one day after the event. Where participants depart on the actual day of the event there will be a corresponding reduction in the costs under Tasks 9 and 10.

1. Booking, purchase and delivery of tickets

- a. Air tickets: These should normally be economy class and must cover all normal charges, such as airport tax.
- b. Rail tickets: Where more appropriate (for distances not exceeding 400 km 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 participant wishes to travel to an event 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 by the same car, only one reimbursement will be authorised. Evidence of the journey by car must be requested from the participants.
- d. Changes and cancellations: The contractor must provide participants 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.

2. Help with obtaining visas in time

The contractor must assist participants to obtain in due time any visas they may need in order to travel to the events. Such help will consist of providing all the information and documentation (for example, administrative forms) that participants need to obtain the necessary visas.

The costs of visas should be reimbursed to the participants 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. Normally travel insurance is required before visas are granted. The contractor will reimburse the cost of such insurance.

Deliverable 13: appropriate travel tickets booked, purchased and delivered to participants; participants traveling to the seminar 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 and travel insurance are reimbursed, according to the conditions set out above.

Task 9 – Hotel Reservations and other assistance to event participants

For all events the contractor will reserve and provide hotel accommodation for the confirmed NSI participants and experts/speakers, up to maximum indicated in Section 2.3 above. One room with en-suite bathroom per person should be foreseen. Accommodation should be provided from the evening before the start of each event to the morning after the end of the event. If the events are not held in the same hotel, then daily transport to and from the event venue should be provided.

Deliverable 14: provision of one hotel room with en-suite bathroom per participant/expert/speaker, from the evening before the start of each event to the morning after the end of each. Transport to the event venue.

Task 10 – Paying of daily allowances and Quality Conference fees

For each event, a daily allowance (per diem) of 20 euros below the official EC rate will be paid to the ENP participants for their stay in the event location. One per diem is paid for each overnight stay provided under Task 9. The official per diem rates can be found at: http://ec.europa.eu/europeaid/work/procedures/implementation/per_diems/index_en.htm

The daily allowance is intended to cover accommodation, meals, local travel within the place of mission and sundry expenses. The hotel costs and the cost of any meals paid directly by the contractor (except the formal dinner on the first day of the Forum meeting) shall be deducted from the daily allowance.

Q2014 and Q2016: the fees for the one-day training course and the conference fees for the participants (maximum of 18 persons) from the ENP-South countries will be paid by the contractor. This is expected to be of the order of €550 per person (€100 for the training course, and €450 for conference fees).

It should be noted that, because of travel difficulties, participants from the occupied Palestinian territory will normally require additional travel time and possibly overnight stays in Jordan (for which 20 euros below the per diem rate for Jordan will be paid) before and after each event.

Deliverable 15: Payment of one adjusted per diem per participant for each overnight stay of each event. Payment of the Q2014 and Q2016 training course and conference fees.

2.4 Meetings and missions

A half-day kick-off meeting will be organised in Luxembourg in January 2014 in Eurostat's premises. Progress meetings (maximum duration half a day) with Commission staff will be held every six months. Meetings can also be held by telephone or videoconference. The contractor will send a progress report to Eurostat at least three days prior to the meetings. The minutes of each meeting will be prepared by the contractor and sent to Eurostat at the latest 5 working days after the meeting.

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 2013.

The execution of the tasks is to start on 6 January 2014. The overall duration of the work will be 36 months, divided into 3 contracts, covering work periods of 12 months each. Implementation of each contract, whether total or partial, following the initial contract, is subject to budgetary constraints and/or satisfaction with the quality of the services rendered under the previous contract and/or unilateral discretionary decision of the Commission. In particular, in the case of budget limitations, Eurostat reserves the right to reduce the number of events to be organised, or the duration of the events. The tenderer awarded the contract must carry out the contracts following the initial contract where requested by the Commission to sign the contract in question.

The overall indicative timetable is the following:

Time schedule:

Task	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12	M13	M14	M15	M16	M17	M18	M19	M20	M21	M22	M23	M24	M25	M26	M27	M28	M29	M30	M31	M32	M33	M34	M35	M36			
Event		c)1			b)1	a) b)2		b)3		b)4			c)2	b)5		d)1	b)6					e)1					c)3			d)2	f				e)2				
Task 1	x	D1 a) D2 b)1		D2 b)2		D2 b)3		D2 b)4				D2 b)5			D2 b)6		x	D1 e)1	D3 e)1											x	D1 e)2	D3 e)2							
Task 2																			x	x	D4											x	x	D4					
Task 3		D7			D6	D5	D6		D6		D6			D7	D6			D6				D8																	
Task 4		D9			D9	D9	D9		D9		D9			D9	D9			D9				D9					D9									D9			
Task 5	x	D10		x	D10	x	D10	x	D10	x	D10		x	D10	D10	x	D10	D10			x	D10				x	D10		x	D10				x	D10				
Task 6																	x	D11				x	x	D11					x	D11					x	x	D11		
Task 7		D12			D12	D12	D12		D12		D12			D12	D12		D12	D12				D12					D12									D12			
Task 8	x	D13	x	x	D13	D13	D13	x	D13	x	D13	x	x	D13	D13	x	D13	D13	x	x	x	D13	x	x	x	D13	x	x	D13	D13	x	x	x	D13					
Task 9	x	D14		x	D14	D14	D14	x	D14	x	D14		x	D14	D14	x	D14	D14	x	x	x	D14	x	x	x	D14	x	x	D14	D14	x	x	x	D14					
Task 10		D15			D15	D15	D15		D15		D15			D15	D15		D15	D15				D15					D15									D15			

Legend:

- M – month of project lifetime
- x – task's lifetime
- D – deliverables (expected results, see item 2.3 above)
- Events are labelled as in Section 2.2; the number refers to the actual event. For example, b) 2 refers to the second Working Group meeting

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

2.6 Reports

The work carried out by the contractor under each contract will be the subject of the following reports, which must be sent to Eurostat by the contractor in electronic format.

- 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 progress of the tasks referred to in 2.3 and as soon as possible after this date, 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.
- Twelve 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, as soon as possible and within sixty days of completion of the tasks referred to in 2.3, 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
- Commitment
- Professionalism
- Use of appropriate expertise for each task
- Spirit of initiative
- Good communication
- Participant satisfaction survey
- Understanding needs and situations

2.8 Specific conditions

- Specific requirements to bid for this lot (specific selection criteria)

In addition to the general selection criteria described in section 4 of the tender specifications, the tenderer has to provide evidence of:

- the organisation of at least 5 similar events during the last 3 years prior to the submission of the bid (for both intellectual content and logistics)
- at least one person in the team allocated to this contract should speak English and French fluently (level C1 of the European Framework of Reference for Languages).

Such evidence can be provided, for example, by describing involvement in previous projects, including specific roles, tasks, CVs of experts assigned, references from contracting authorities, etc. Involvement as part of a consortium or as a sub-contractor can also be considered.

- Resources made available by Eurostat

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

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

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

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

- Specific conditions for the execution of the contract

None

2.9 Award criteria for the assessment of the bids

The technical quality of the bid will be assessed on the basis of the following criteria (see also section 4 item 4.5.2 of the tender specifications on how the contract will be awarded):

1. Comprehension (20 points)

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

- understood the full extent of the tasks, the scope of the events, the volume of work involved, and above all the objectives and expected results?
- covered all of the essential requirements?

Is the bid accurate?

2. Technical approach and methodology (20 points)

Does the practical implementation proposed for the project demonstrate efficiency, adequacy and proportionality with respect to the objectives of the project?

Does the bid provide a good level of detail with regard to the description of the proposed work for each task of the contract, including concrete examples and possible options to demonstrate that it will work?

Does the tenderer provide a description of the expected results that have to be delivered for each task (e.g. structure of seminar report, papers, facilities to be provided for the events, etc.)?

Does the bid demonstrate familiarity and sensitiveness to the mentality and cultures of the ENP-South region and are the proposals suitable for participants from this region?

Is the proposed method of handling communication with and assistance to the participants satisfactory, in particular assistance with travel arrangements?

Are the translation and interpretation services offered of suitable quality?

3. Work plan and timetable (25 points)

Are the work plan and the timetable detailed enough to demonstrate that deadlines have been taken into account?

Are the work plan and the timetable realistic in respect to the amount of the workload and the inevitable bottlenecks?

Does the work plan make specific reference to mobilisation of the team/resources, submission of deliverables, reports and documents, specific meetings?

Does the tender demonstrate enough flexibility to adjust, if necessary, the work plan and timetable in order to meet changing needs, priorities, issues, etc.?

4. Management arrangements (20 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.

Project team arrangements – description of how appropriate resources would be allocated to achieve the desired objectives. Description of the role of each project team member and how they will ensure that the needs of each task of the contract will be addressed and satisfied. Description of the control the tenderer will exercise over those working on the project and of management solutions. 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 detailed approach, tailored to this specific contract, to ensure that the services provided to Eurostat will be of good quality and will meet high professional standards. This should include also the respect of deadlines. Does the proposed approach for the project demonstrate that the overall organisation of the events will be of acceptable quality?

Description of how deliverables will be supervised and checked with respect to quality and professional standards, before being sent to Eurostat.

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.

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 1605/2002³.

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.

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.

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).

³ OJ L298 of 26.10.2012

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 four 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 **30/08/2013**, 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 **4.00 p.m.** on **30/08/2013** 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 17:30 Monday to Thursday, and from 08:30 to 16:30 on 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 **09/09/2013 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. They may be sent by letter, fax or e-mail only to the address given below. Provided it has been requested in good time, such additional information will be supplied simultaneously to all economic operators on the Internet <https://etendering.ted.europa.eu/cft/cft-display.html?cftId=308> 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 Internet address <https://etendering.ted.europa.eu/cft/cft-display.html?cftId=308>

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.

Under the conditions described above, further information can be obtained by sending a request via:

ESTAT-A6-REQUESTS@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 have been convicted of an offence concerning their professional conduct by a judgement which has the force of res judicata;
- (c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- (d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- (e) they have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the European Union's financial interests;
- (f) they are currently 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 fail 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 130°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 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 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 lost 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 2013, 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 specific selection criteria (refer to section 2 item 2.8).

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 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 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 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 under item 2.9 of section 2 of the tender specifications. 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.

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 2.9 of section 2 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.