

**SERVICE CONTRACT**

**N° EUC.000115.EX8\_SRTS\_Armenia**

**Between:**

**DevStat – Servicios de Consultoría Estadística S.L.**

Av. Barón de Cárcer 26-4, First floor  
46001 Valencia  
Spain  
Tax Identification Number ES-B97421754  
Hereinafter referred to as “**DevStat**”

represented for the purposes of the signature of this Service Contract by  
**Mr Santiago ABRIL, General Director**

**of the one part,**

and

**Czech Republic – Czech Statistical Office**

Na padesátém 3268/81  
100 82 Praha 10  
Czech Republic  
CZSO ev. no.: 160-2016-S  
Hereinafter referred to as “**CZSO**”

represented for the purposes of the signature of this Service Contract by  
**Ms Iva RITSCHELOVÁ, President**, and where the execution of the services related to this contract shall be performed by **Mr Pavel VANČURA**, hereinafter preferred as “the Expert”

**of the other part.**

**Whereas:**

The consortium represented by **DevStat** has been awarded by Eurostat (hereinafter referred to as “the Client”) as part of the Consortium with Lithuanian Department of Statistics the specific contract entitled “**The provision of global assessments, sector assessments and light peer reviews for enlargement and ENP countries**”.

To carry out the Project and perform the services incumbent on it, **DevStat** entrusts the CZSO that assigned the Expert, who hereby agrees to perform the services, under the terms defined in this Contract.

**In witness whereof it has been agreed as follows:**

**ARTICLE 1: SUBJECT**

- 1.1 This Contract governs the relationships between the Parties, as well as their respective rights and obligations to each other and to third parties, within the framework of the specific contract n° 14467.2014.002-2014.742 executed between Eurostat and **DevStat**.
- 1.2 The Expert agrees to carry out the services forming the subject matter of this Contract.
- 1.3 The purpose of this Contract, the services and the duration related thereto are detailed in Appendix I – Invitation to tender (hereinafter referred to as “the Terms of Reference”), forming an integral part hereof, and which each party represents that it has read and approved.
- 1.4 This Contract covers only and exclusively the implementation of the Project specified in indent 1 of Article 1 and is not general in nature.

**ARTICLE 2: DURATION**

- 2.1 This Contract shall enter into force on the date on which it is signed by the last party. Execution of the services shall start from the date of entry into force of this Contract, and according to the Project calendar agreed by the Parties.
- 2.2 The duration of the services shall not exceed the period agreed with the Client for the implementation of the Project; namely, 30 months.
- 2.3 The Expert shall provide his services for a maximum term of 12 working days throughout 30 months of the project.

**ARTICLE 3: OBLIGATIONS OF DEVSTAT**

- 3.1 **DevStat** shall pay to the CZSO for the services rendered according to Article 6 of this Contract, upon presentation of the corresponding invoice.
- 3.2 **DevStat** shall reimburse to the CZSO the costs arising from the achievement of the services consistent with Article 7 of this Contract.
- 3.3 **DevStat** shall provide to the CZSO the resources necessary for the performance of the services agreed by this Contract, and stipulated in the Terms of Reference.

In addition, **DevStat** will supply to the CZSO all the information necessary for the accomplishment of the services, keeping the CZSO punctually informed about all its relations with the Client, its associates in the execution of the Project or any third parties linked to the Project. The Instructions on how to conduct the Sector Review are presented in Appendix II.

- 3.4 **DevStat** shall manage, supervise and coordinate the services of the Expert.

#### ARTICLE 4: OBLIGATIONS OF THE EXPERT

- 4.1 The Expert shall perform the services described and set forth in this Contract under Article 5 and in the Terms of Reference included in Appendix I as well as the Instructions on how to conduct the Sector Review presented in Appendix II attached hereto.
- 4.2 The Expert undertakes to perform the services and fulfil the obligations under this Contract with all due diligence and efficiency in accordance with the generally accepted professional standards and management practices. The Expert shall avoid any activity that could be detrimental to the reputation and interests of **DevStat** and / or the Client.
- 4.3 The CZSO shall be responsible before **DevStat** for the quality of the Expert services and agrees to comply with the organisation rules that shall be communicated to them by **DevStat**. **DevStat** is entitled to refuse a report by the Expert if the Client considers not enough quality. Moreover, the CZSO agrees to respect the quality requirements by the Client of the final output.

In addition, the CZSO agrees to objectively inform **DevStat** on the progress of the Expert engagement.

- 4.4 The CZSO shall immediately notify **DevStat**:
- 4.4.1. of any actual or expected event that will or could cause there to be a delay in providing the services;
  - 4.4.2. of any circumstances and events that may prevent the Expert, even if only temporarily, from staying in foreign countries;
  - 4.4.3. if a third party obtains exclusive use of the Expert services or if a third party has rights to the services of the Expert that would compromise, diminish or restrict the performance of her services to **DevStat**.
- 4.5 The CZSO shall ensure that the services supplied to **DevStat** do not knowingly violate intellectual property rights of any third party.
- 4.6 The Expert is obliged to take out appropriate health insurance for the period of supplying services in the frame of this contract. Health insurance costs are covered by the fee.
- 4.7 The CZSO undertakes to notify **DevStat** without delay about the Expert unfitness to work due to illness.
- 4.8 The Expert gives his consent for personal data to be stored, processed and used by **DevStat**. **DevStat** will only process or use personal data to the extent required in the context of the project to which the Expert is assigned and / or future possibilities of collaboration. Personal data include in particular name, address, scope of work, qualification, region and type of assignment, assessment of results, as well as all contracts and contract conditions concluded with the Expert.

## ARTICLE 5: DESCRIPTION / DEFINITION OF THE SERVICES

- 5.1 For the implementation of the Project the Expert will act as a Leading Expert in the sector review to assess Tourism Statistics in Armenia in National Statistical Service of the Republic of Armenia (NSSRA).
- 5.2 The expected results and the schedule of the tasks to be performed by the Expert according to this contract are detailed here below:

Activities / Tasks	Location	Total working days
Preparation of the self-assessment questionnaire and list of all the necessary documents to be provided by NSSRA	Home-based	Up to 2
Review of all materials and self-assessment questionnaire provided by NSSRA	Home-based	Up to 2
Conduction of the visit	Yerevan, Armenia	Up to 4
Preparation of the summary of findings (included in the country visit days)	Yerevan, Armenia	
Drafting 1 <sup>st</sup> draft of the Sector Review report	Home-based	Up to 2
Request for clarifications to NSSRA for follow-up questions	Home-based	Up to 2

## ARTICLE 6: AMOUNT OF THE CONTRACT

- 6.1 In consideration of the supply of the services defined under Article 5 above, **DevStat** shall pay to the CZSO the following fees:

- Fees: The remuneration is set at EUR 375 (excluding VAT) per working day, i.e. a maximum amount of **EUR 4.500** (375 \* 12) (excluding VAT) for all of the services if the fee is subject to value-added tax under Spanish law. The mentioned fees, due for the work periods detailed above, shall cover the Expert fees, social security contributions, paid holidays, insurance, overhead (including communication expenses), financial expenses, and taxes, and visa. Working days required to correct a report that has been rejected by the Client will not be eligible for payment.

## ARTICLE 7: REIMBURSABLE COSTS

- 7.1 Should the Expert be required to travel in relation with the project, **DevStat** agrees to pay reimbursable costs in advance. **DevStat** shall provide the Expert with an economy-class flight ticket and a number of daily allowances (per diem) corresponding to the duration of the trip (calculated according to indent 4 of Article 7).

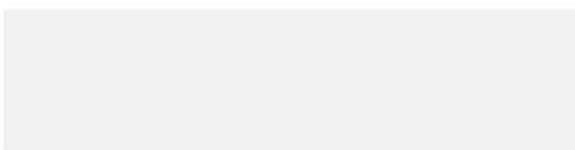
- 7.2 Daily allowances (per diem) cover, on an all-in basis, all expenditures incurred by the Expert in the destination country, in accordance with the rate agreed between the CZSO and **DevStat**, as set out in indent 2 of Article 8.
- 7.3 After the mission the CZSO is entitled to submit the completed invoice and documented justification (i.e. boarding passes under the Expert name).
- 7.4 Daily allowances (per diem) will be paid by night of stay in the destination country. In case of return trip on the last working day, for this day the Expert will be entitled to an allowance equal to half of the amount agreed in indent 2 of Article 8 to cover any costs during the mission.

#### ARTICLE 8: PAYMENTS

- 8.1 Payments under the Contract shall be executed only if the Expert has fulfilled all his contractual obligations by the date on which the invoice is submitted.
- 8.2 **DevStat** agrees to pay:
- 8.2.1 The fees mentioned in Article 6 in one instalment (always 25<sup>th</sup> day of each month). Within 45 (forty-five) days after the date of the approval of the sector review report and based on the corresponding invoice of **EUR 4.500**, signed by the CZSO.
- 8.2.2 The advance payment of the per diem mentioned in Article 7. The payment of **EUR 160** per overnight stay (according to the flight ticket) shall be made to the Expert by **DevStat** at least one week prior the mission.
- 8.3 Payments shall be made to the following bank account:

For fees:

Account holder: Czech Statistical Office



For per diems:

Account holder: Pavel Vančura



Payments are made in EURO. The payments in another currency are carried out only by express and written agreement by the Parties.

All payments pertaining to this project shall be made so that the funds are credited to the Czech Statistical Office account by 30 November of the current year or after 1 January of the coming year. Funds credited to the Czech Statistical Office account in the period from 1 December to 31 December of the current year (Act No. 218/2000 Coll., on budgetary rules, as amended) shall not be considered payments pertaining to this project.

The address to send invoices is:

**DevStat**

Attn.: Ms Clara Prats  
Av. Barón de Cárcer 26-4, First floor  
46001, Valencia  
Spain

The electronic invoice should be sent to Ms Dovile Minkeviciute at

#### **ARTICLE 9: CONFIDENTIALITY**

- 9.1 The CZSO shall always treat as confidential and not disclose to a third party any trade and company secret as well as any business matter obviously confidential or declared as confidential by **DevStat**. This duty to secrecy continues beyond the termination of the present contract.
- 9.2 The CZSO undertakes not to make copies of any business documents or information or to remove any business documents from the company offices other than for legitimate business purposes.
- 9.3 The CZSO undertakes not to take away, exploit or make available to third parties any documents such as this Contract, self-assessment questionnaire of the Sector Review, documents received from the National Statistical Service of the Republic of Armenia (NSSRA) or information related to the work under this Contract.
- 9.4 Publications related to the project or the activities of the Expert in the context of the project require the prior written approval by **DevStat**.

#### **ARTICLE 10: CONTRACT AMENDMENTS AND TERMINATION**

- 10.1 The Contract is executed considering the Expert's professional qualifications. Thus, subcontracting or replacement of the Expert is not allowed.
- 10.2 The Parties will be able to amend or modify this Contract at any time, by mutual written and express agreement, as consequence of the adjustments in the Project execution.
- 10.3 Notwithstanding the foregoing set forth in Article 2, this Contract may be terminated at any time by either party, when the other party fails to comply, either totally or partially, with any of the legal or contractual obligations binding upon it, and is unable to remedy the said non-compliance within 30 (thirty) days from the date of written notification of the same.
- 10.4 **DevStat** may unilaterally terminate this Contract with immediate effect in the case that:

- 10.4.1 The CZSO and the assigned Expert repeatedly fails to perform the services established in this Contract and required by the Terms of Reference.
- 10.4.2 The CZSO and the assigned Expert fails to comply with Article 9 or indent 10.1 of Article 10.
- 10.4.3 The project implementation agreement of the above mentioned Consortium which forms the basis for the Expert's assignment is terminated, **DevStat** has the right to end the contractual relationship with the CZSO with immediate effect.

#### **ARTICLE 11: IN MATTERS GENERAL**

- 11.1 This Contract, the Terms of Reference and the Instructions how to conduct the Sector Review constitute the entire agreement between the Parties and each party confirms that it has not relied upon any representation not recorded in this document inducing it to enter into this Contract. No variation of these terms and conditions will be valid unless confirmed in writing by authorised signatories of both Parties on or after the date of this Contract.
- 11.2 If any of the provisions of this Contract is judged to be illegal or unenforceable, the remaining provisions shall not be prejudiced unless the substantive purpose of this Contract is thereby frustrated, in which case either party may terminate this Contract forthwith on written notice.
- 11.3 No forbearance or delay by either party in enforcing its respective rights will prejudice or restrict the rights of that party and no waiver of any such rights or of any breach of any term of this Contract will be deemed to be a waiver of any other right or of any later breach.
- 11.4 Neither party shall be liable to the other should there be an event or occurrence which could not have reasonably been foreseen, anticipated or planned for (a "Force Majeure" event / occurrence) that goes to the root of this Contract and makes it impossible to perform the services.
- 11.5 Any notice under this Contract shall be in writing and may be delivered personally or by recorded delivery post with acknowledgement of receipt. Notices shall be delivered or sent to the addresses of the Parties as appear in this Contract.
- 11.6 Copyright and all other Intellectual Property Rights obtained in performance of the Contract shall remain vested in **DevStat**, or the Client, as appropriate, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where copyright or other Intellectual Property Rights exist prior to this Contract.
- 11.7 The Parties agree that, in the event of any dispute arising between them during the performance of this Contract, they shall first seek an amicable settlement of their dispute.
- 11.8 This Contract is governed by Spanish Law and the Parties submit to the exclusive jurisdiction of the Spanish Courts.
- 11.9 **DevStat** hereby agrees with the complete wording of this Contract will be made public in accordance with duties of the Czech Statistical Office pursuant to the Act No. 340/2015 Coll., on the register of contracts (also known as the Contract Register Act), and pursuant to other legal regulations.

**ARTICLE 12: APPENDICES**

**Appendix I – Terms of References**

**Appendix II – Instructions on how to conduct the Sector Review**

**SIGNATURES**

**DevStat**

**Mr Santiago Abril**  
**General Director**  
**Signature**

**Czech Republic – Czech Statistical Office**

**Ms Iva Ritschelová**  
**President**  
**Signature**

---

**Signed in Valencia, on:**

18. 11. 2016

---

---

**Signed in Prague, on:**

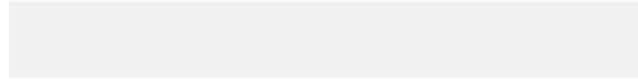
5. 12. 2016

---



## APPENDIX I

### Terms of Reference





**EUROPEAN COMMISSION**  
**EUROSTAT**

Directorate A: Cooperation in the European Statistical System; International cooperation; Resources  
**Unit A-3. Statistical Cooperation**

## **Invitation to tender for the supply of statistical services**

### **Title:**

**Global assessments, sector assessments and light peer reviews for  
enlargement and ENP countries**

**ESTAT/A/2014/016**

## TABLE OF CONTENTS

<b>SECTION 1</b>	<b>INTRODUCTION.....</b>	<b>3</b>
1.1	<i>Presentation of Eurostat.....</i>	3
1.2	<i>Subject of the contract.....</i>	3
1.3	<i>Glossary .....</i>	3
<b>SECTION 2</b>	<b>TECHNICAL INFORMATION.....</b>	<b>4</b>
2.1	<i>General information and objectives.....</i>	4
2.2	<i>Volume of the contract .....</i>	6
2.3	<i>Tasks and expected results .....</i>	7
2.4	<i>Meetings and missions.....</i>	13
2.5	<i>Duration and timetable .....</i>	14
2.6	<i>Reports .....</i>	15
2.7	<i>Assessment of results .....</i>	16
2.8	<i>Specific conditions.....</i>	16
<b>SECTION 3</b>	<b>INFORMATION ON THE CONTRACT .....</b>	<b>18</b>
3.1	<i>General information.....</i>	18
3.2	<i>Payments .....</i>	18
3.3	<i>Replacement of persons assigned to carry out the work .....</i>	18
3.4	<i>Personal data and intellectual property rights.....</i>	19
3.4.1	<i>Personal data.....</i>	19
3.4.2	<i>Intellectual property rights .....</i>	19
3.5	<i>E-prior.....</i>	19
4.1	<i>General information.....</i>	21
4.2	<i>Who may participate in this invitation to tender .....</i>	21
4.3.	<i>How to send a tender.....</i>	22
4.3.1	<i>General Information.....</i>	22
4.3.2	<i>Date and place of opening of the tenders .....</i>	24
4.3.3	<i>Contact with Eurostat.....</i>	24
4.3.4	<i>Period of validity of the tender .....</i>	24
4.4.	<i>Structure of the tender.....</i>	25
4.4.1	<i>Section One: Administrative information.....</i>	25
4.4.2	<i>Section Two: Exclusion criteria .....</i>	26
4.4.3	<i>Section Three: Selection criteria .....</i>	28
4.4.4	<i>Section Four: Technical bid .....</i>	29
4.4.5	<i>Section Five: Financial bid .....</i>	29
4.5	<i>Assessment method and award of the contract.....</i>	29
4.5.1	<i>Exclusion and selection of tenderers.....</i>	29
4.5.2	<i>Award of the contract.....</i>	31

## 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 organizations, 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 provision of global assessments, sector assessments and light peer reviews for enlargement and ENP countries**

### 1.3 Glossary

<b>AGA</b>	Adapted Global Assessment
<b>CNA:</b>	Competent National Authority responsible for collecting official statistics, such as the National Statistical Institute, the Ministry of Finance, Central Bank, Customs Service, etc.
<b>CoP</b>	European Statistics Code of Practice
<b>ENP:</b>	European Neighbourhood Policy
<b>ENP-East:</b>	Countries covered by the Eastern component of the ENP, i.e. Armenia, Azerbaijan, Belarus, Georgia, Moldova and Ukraine
<b>ESCoP</b>	European Statistics Code of Practice
<b>ESS:</b>	European Statistical System
<b>LPR</b>	Light Peer Review
<b>NSA:</b>	National statistical authority, i.e. the NSI or other competent national authorities responsible for collecting official statistics
<b>NSI</b>	National Statistical Institute
<b>NSS</b>	National Statistical System
<b>SR</b>	Sector Review

## SECTION 2 TECHNICAL INFORMATION

### 2.1 General information and objectives

The European Statistical System<sup>1</sup> (ESS) is committed to respecting the principles of the European Statistics Code of Practice (CoP) and to work towards its implementation. To assess their compliance with the institutional part of the CoP, each member of the ESS completed a self-assessment questionnaire back in 2005. In addition, a group of peers reviewed the compliance of each ESS member with Principles 1-6 and 15 of the CoP during 2007-2008. The peer review reports and a summary of good practices identified during these reviews are available on Eurostat's website:

[http://epp.eurostat.ec.europa.eu/portal/page/portal/quality/code\\_of\\_practice/peer\\_reviews](http://epp.eurostat.ec.europa.eu/portal/page/portal/quality/code_of_practice/peer_reviews)

A new round of peer reviews is currently being implemented.

Eurostat plays a key role in statistical cooperation with enlargement countries and the countries covered by the European Neighbourhood Policy (ENP). That role includes supporting these countries in their efforts to align their statistical data with EU and international standards, following their progress in the area of statistics, and regularly assessing their statistical systems.

The enlargement countries are Albania, Bosnia and Herzegovina, the former Yugoslav Republic of Macedonia, Iceland, Kosovo<sup>2</sup>, Montenegro, Serbia and Turkey.

The ENP countries are Armenia, Azerbaijan, Belarus, Georgia, Moldova and Ukraine (known as ENP-East) and Algeria, Egypt, Israel, Jordan, Lebanon, Libya, Morocco, Palestine, Syria and Tunisia (ENP-South).

Statistical cooperation with both groups of countries should be based on a good understanding of their institutional setup. To boost that understanding, Eurostat has developed a framework for peer reviews and global assessments for non member states, adapted to the specific situation of these countries, see section 2.8. Successful implementation of external assessments depends on several factors:

- proper preparation;
- assessors who understand the circumstances in the assessed country;
- a self-assessment as an integral part of the process; and
- inclusion of all stakeholders.

Between 2009 and 2014, light peer reviews and adapted global assessments of the national statistical system (NSS) were carried out in all the enlargement countries. In the six ENP East countries adapted global assessments were carried out and a light peer review was conducted for Armenia. The implementation of assessments has also started

---

<sup>1</sup> The ESS is composed of Eurostat and the national statistical institutes and other national authorities responsible for the development, production and dissemination of European statistics in each Member State

<sup>2</sup> This designation is without prejudice to positions on status, and is in line with UNSCR 1244 and the ICJ Opinion on the Kosovo Declaration of Independence

for the ENP-South countries with a light peer review in Palestine and an adapted global assessment in Tunisia.

Two sectoral reviews, one on Labour Force Statistics and the other on National Accounts are being carried out in 2014 for Egypt and for the former Yugoslav Republic of Macedonia respectively.

The work covered by this call for tender will include several types of assessments in the enlargement and the ENP countries and a follow-up review of the results and recommendations for improvement stemming from previous assessments and their implementation in the assessed countries.

## **Objectives**

The objective of this contract is to conduct light peer reviews (LPR), adapted global assessment (AGA) and sector reviews (SR) in some of the enlargement and ENP countries. The concrete implementation of the LPR, AGA and SR under this contract will be based on the general framework developed by Eurostat, see section 2.8.

**LPRs** are intended for countries with advanced statistical systems and are designed to be precursors for standard ESS peer reviews. The objectives of these reviews are similar to those of standard ESS peer reviews, and in particular:

- To assess compliance of the reviewed NSI in particular with Principles 1-6 and 15 of the ESCoP;
- To evaluate the coordination role of the NSI within the national statistical system,
- To evaluate the compliance of other producers of official statistics with the principles of the ESCoP,
- To identify good practices that foster compliance with the ESCoP and are suitable for implementation in a similar statistical system,
- To recommend actions needed to fully comply with Principles 1-6 and 15 of the ESCoP,
- To recommend priorities for improvements identified by the NSI for areas covered by principles 7-14 of the ESCoP.

**AGAs** are adapted to the needs of countries with a stated intention to align their statistical production to that of the EU or for other countries that wish to have an external assessment of their statistical system. Global assessments of statistical systems have the following main objectives:

- To assess the administrative and technical capacity of the reviewed statistical systems,
- To assess the statistical law and other legal acts and their respect of European and international recommendations and principles,
- To assess the mechanisms used by the NSI to coordinate the statistical system,
- To assess the statistical system and its regional structures

- To assess the compliance with the CoP principles of other producers of official statistics,
- To review the medium and long-term planning mechanisms in place,
- To assess the statistical production in key areas against the *acquis*,
- To assess the national statistical system and its interactions with other stakeholders,
- To propose a list of actions to be undertaken in order to improve and strengthen the statistical system.

**Sector reviews** will be specifically adapted to countries that aim to align important sectors of statistics with European and international standards. Sector reviews have the following main objectives:

- To assess the administrative and technical capacity of the reviewed statistical systems to produce statistics in the sector concerned,
- To assess the sector statistical production against the *acquis*,
- To propose a list of actions to be undertaken in order to improve and strengthen the statistical system.

At the request of a country eligible for the assessments an observer from their office can be sent to participate in the assessment (AGA or LPR) of another eligible country subject to prior agreement of the management of the assessed country. The objective of the participation of the observer is training and promoting of the culture of peer assessment. The costs of travel, per diem, accommodation and visa for 2 observers in total will be covered by this contract. In the case of more than two countries requesting to be observers, Eurostat will select the two countries that considers would benefit most from the exercise.

**The follow-up** of the assessments and their improvement recommendations has the following main objectives:

- to review the lessons learned from the implemented assessments;
- to analyse and summarise how the reviewed countries implement the improvement actions listed in the LPR/AGA report;
- to prepare the respective reports on the basis of this annual analysis, including the identification of improvement actions requiring closer attention.

## 2.2 Volume of the contract

The project includes the implementation of two LPRs, one AGA, and five SRs in different countries and 3 follow-up reports.

The scope of the work is estimated as follows:

It is estimated that the workload for the two reviewers/assessors taken together will be about 30 working days for each LPR – including a country visit of 4 days and around 10 days per reviewer/assessor to prepare the visit and to write the report.

For the AGA, the workload for the two reviewers/assessors taken together is estimated at about 48 working days, made up as follows: two country visits of 5 and 4 days

respectively, and around 15 days per –reviewer/assessor to prepare the visit and to write the report.

For each SR, the estimated workload for the two reviewers/assessors taken together is about 24 working days – covering a country visit of 4 days and around 8 days per reviewer/assessor to prepare the visit and to write the report.

For the follow-up work on AGA/LPRs the total workload is estimated to be around 24 working days. No country visit is expected for this work.

Travel, hotel and per diem expenses for all missions, including attending meetings mentioned in 2.4, should be included in the financial proposal of the tender.

## **2.3 Tasks and expected results**

The NSIs to be reviewed/assessed will be selected by Eurostat from the list of countries defined in section 2.1 above, based on requests from countries, but cannot be identified at this point. Eurostat will communicate the selected countries for review to the contractor once the selection has been made by Eurostat.

The LPRs, the AGA and the SRs will be conducted by a team of two peer reviewers or assessors engaged by the contractor.

It is not necessary that the same team of reviewers/assessors conducts all reviews. However, in order to ensure comparability of results across countries, each expert should be involved in several reviews. Representatives of Eurostat, UNECE or EFTA may also participate in the missions to the reviewed countries, at no cost to the contractor.

### **Task 1 – General management of the project**

The scope of the work of the contractor, in terms of general management, comprises the following elements:

- Revise the review frameworks for LPR, AGA and SR and agree these frameworks with Eurostat. This includes the self-assessment questionnaires, the lists of questions to be covered and the structure of the assessment reports to be provided. For each country, the framework will need to be adapted to the specific circumstances. The full documentation of the frameworks used for the LPR, the AGA and the SR shall be made available in electronic format.
- Identify and engage suitable peer reviewers for the LPRs and assessors for the AGA and SRs. The peer reviewers / assessors will be identified by the contractor once the country (for LPR and AGA) and country+statistical domain (for SR) has been identified by Eurostat. Peer reviewers and assessors should be proposed by the contractor no later than 3 weeks after Eurostat has communicated either the country (for AGA and LPR) or the country + the statistical domain (for the SR). The proposed assessors and peer reviewers should meet the criteria set out in section 2.8.
- Prepare and conduct a training session for peer reviewers/assessors, if necessary (upon a decision by Eurostat based on criteria such as the competence of experts in similar reviews and in statistics). Conduct the training the latest 3 weeks before the LPR/AGA/SR takes place. The training will include explanations on the procedure, sensitivities in the assessed country, standards to be used, expectations from Eurostat towards the report and experts.



- Establish a timetable for the different missions in agreement with Eurostat and the countries to be reviewed at least eight (8) weeks before the mission.
- Prepare, organise and implement the different missions for the reviewers/assessors and in two cases also for an observer. This includes establishing the agendas, arranging travel and accommodation for the reviewers/assessors, ensuring self-assessments and other material are provided in time for proper preparation of the missions, etc.
- Report regularly on the progress and on the results of the assessments (half-yearly and final reports)
- Proof-read the LPR, AGA and SR reports to ensure a high quality of English is used.
- Carry out an evaluation of the methodology and procedures used and suggest improvements.
- Organise the follow-up report on the improvement recommendations and their implementation in the assessed countries on the basis of a filled by the assessed countries questionnaire, which will be made available by Eurostat to the contractor

All the reports shall be drafted in excellent English and proof-read by a competent person, and language quality shall be ensured by the contractor. Precise deliverables of all these tasks are defined for each separate task below.

### **Task 2 – implementation of two (2) light peer reviews**

The scope of the work of each LPR comprises the elements mentioned in 2.1. **LPRs** are intended for countries with advanced statistical systems and are designed to be precursors for standard ESS peer reviews. The objectives of these reviews are similar to those of standard ESS peer reviews, and in particular:

- To assess compliance of the reviewed NSI in particular with Principles 1-6 and 15 of the ESCoP;
- To evaluate the coordination role of the NSI within the national statistical system,
- To evaluate the compliance of other producers of official statistics with the principles of the ESCoP,
- To identify good practices that foster compliance with the ESCoP and are suitable for implementation in a similar statistical system,
- To recommend actions needed to fully comply with Principles 1-6 and 15 of the ESCoP,
- To recommend priorities for improvements identified by the NSI for areas covered by principles 7-14 of the ESCoP.

The contractor shall organise and ensure the conduct of two light peer review visits in the following way:

- Finalise 1 week before the visit the timetable for the light peer review visit, which will take place on the premises provided by the NSI. This shall be done in consultation with the NSI of the country to be visited and the responsible Eurostat country officer;
- Ensure that the peer reviewers receive self-assessments, questionnaires and other material on time for proper preparation of the visits;
- Arrange travel and accommodation for peer reviewers and any possible observers and undertake any other tasks ensuring the successful conduct of the visits.

The assessment shall be based on:

- a review by the two selected peers of material provided by the country, including the self-assessment questionnaires;
- information gathered and discussed during a mission of the two peers to the country being assessed. The maximum duration of the mission is 4 days (excluding travel time);
- replies to follow up questions sent to the country for clarification after the mission.

The contractor shall deliver the following results:

- Two light peer reviews.
- Two LPR reports setting out the findings and recommendations of the reviewers per each indicator of the ESCoP principles 1-6 and 15 and improvement actions for all principles of the ESCoP. The structure of the LPR will be agreed in advance with Eurostat. Draft reports shall be made available within 3 weeks after completion of each mission. After consultation with the country, and no more than 10 weeks after the mission, a final report for each LPR shall be submitted to Eurostat. The reports must be proof-read and edited before they are sent to Eurostat. The contractor is responsible for the quality of the contents and the linguistic quality of the reports. The contractor ensures that they have a harmonised and consistent style (same terminology, structure and coordinated content) and that they read well.
- A short summary of findings, for discussion with the top management of the NSI of the visited country in a final meeting on the last day of the mission. The agenda of each mission shall allow time for writing this summary report. Following this discussion, a revised version of this short summary report shall be made available within five working days after the end of the mission in electronic format.

The expected deliverable for this task is:

- D1: 2 light peer reviews implemented
- D2: 2 light peer review reports approved by Eurostat

### **Task 3 – implementation of one (1) adapted global assessment**

The scope of the work of the AGA comprises the elements mentioned in 2.1. **AGAs** are adapted to the needs of countries with a stated intention to align their statistical

production to that of the EU or for other countries that wish to have an external assessment of their statistical system. Global assessments of statistical systems have the following main objectives:

- To assess the administrative and technical capacity of the reviewed statistical systems,
- To assess the statistical law and other legal acts and their respect of European and international recommendations and principles,
- To assess the mechanisms used by the NSI to coordinate the statistical system,
- To assess the statistical system and its regional structures
- To assess the compliance with the ESCoP principles of other producers of official statistics,
- To review the medium and long-term planning mechanisms in place,
- To assess the statistical production in key areas against the *acquis*,
- To assess the national statistical system and its interactions with other stakeholders,
- To propose a list of actions to be undertaken in order to improve and strengthen the statistical system.

The contractor shall organise and ensure the conduct of two visits for one adapted global assessment in the following way:

- Finalise 1 week before the visit the timetable for the adapted global assessment visit, which will take place on the premises provided by the NSI. This shall be done in consultation with the NSI of the country to be visited and the responsible Eurostat country officer;
- Ensure that the assessors receive self-assessments, questionnaires and other material on time for proper preparation of the visits;
- Arrange travel and accommodation for assessors and possible observers and undertake any other tasks ensuring the successful conduct of the visits.

The assessment shall be based on:

- a review by the two selected assessors of material provided by the country, including the self-assessment questionnaires;
- information gathered and discussed during missions to the country being assessed;
- replies to follow up questions, sent to the country for clarification between the two missions.

Two missions will be conducted to each country assessed. The maximum duration of the first mission to each country is estimated at 5 days (excluding travel time). The maximum duration of the second mission is estimated at 3-4 days (excluding travel time). Two assessors will be involved in each mission.

The contractor shall deliver the following results:

- One adapted global assessment.
- One global assessment report setting out the findings and recommendations of the assessors per each indicator of the ESCoP principles 1-6 and 15, for the following statistical domains: macro-economic statistics including national accounts, government finance statistics, price statistics, trade statistics as well as business statistics, agriculture statistics, social statistics, multi-domian statistics and on the national statistical system, the national sttaistical office and the coordination function of the national statistical office. The structure of the AGA report will be agreed in advance with Eurostat. A draft report shall be made available within 8 weeks after completion of each mission. The draft report for the first mission should be sent for comments to the NSI in the country at least two weeks in advance of the second mission. After consultation with the country, and no more than 10 weeks after the last mission, a final report for each AGA shall be submitted to Eurostat. The report must be proof-read and edited before it is sent to Eurostat. The contractor is responsible for the quality of the content and the linguistic quality of the report. The contractor ensures that it has a harmonised and consistent style (same terminology, structure and coordinated content) and that it reads well.
- A short summary of findings, for discussion with the top management of the NSI of the visited country in a final meeting on the last day of the first mission. The agenda of the first mission shall allow time for writing this summary report. Following this discussion, a revised version of this summary report shall be made available within five working days after the end of the first mission in electronic format.

The expected deliverable for this task is:

- D3: 1 adapted global assessment implemented with 2 missions involved
- D3 (1) – first mission implemented
- D3 (2) – second mission implemented
- D4: 1 adapted global assessment report approved by Eurostat

#### **Task 4 – implementation of five (5) sector reviews**

The scope of the work of the SR comprises the elements mentioned in 2.1. **Sector reviews** will be specifically adapted to countries that aim to align important sectors of statistics with European and international standards. Sector reviews have the following main objectives:

- To assess the administrative and technical capacity of the reviewed statistical systems to produce statistics in the sector concerned,
- To assess the sector statistical production against the acquis,
- To propose a list of actions to be undertaken in order to improve and strengthen the statistical system.

The contractor shall organise and ensure the conduct of four sector reviews visits in the following way:

- Finalise 1 week before the visit the timetable for the sector review visits, which will take place on the premises provided by the NSI. This shall be done in consultation with the NSI of the country to be visited and the responsible Eurostat country officer;
- Ensure that the assessors receive self-assessments, questionnaires and other material on time for proper preparation of the visits;
- Arrange travel and accommodation for assessors and undertake any other tasks ensuring the successful conduct of the visits.

The assessment shall be based on:

- a review by two reviewers of material provided by the country;
- information gathered and discussed during a mission of the two reviewers to the country being assessed. The maximum duration of the mission is 4 days (excluding travel time);
- replies to follow up questions, sent to the country for clarification after the mission.

The contractor shall deliver the following results:

- Five sector reviews.
- Five sector review reports setting out the findings and recommendations of the assessors in relation to strengths and weaknesses of the assessed statistical domain/survey and compliance with European standards. The structure of the SR report will be agreed in advance with Eurostat. Draft reports shall be made available within 4 weeks after completion of the mission. The draft report should be sent for comments to the NSI in the country for comment. After consultation with the country, and no more than 8 weeks after the mission, a final report for each SR shall be submitted to Eurostat. The reports must be proof-read and edited before they are sent to Eurostat. The contractor is responsible for the quality of the contents and the linguistic quality of the reports. The contractor ensures that they have a harmonised and consistent style (same terminology, structure and coordinated content) and that they read well.
- A short summary of findings, for discussion with the top management of the NSI of the visited country in a final meeting on the last day of the first mission. The agenda of the first mission shall allow time for writing this summary report. Following this discussion, a revised version of this summary report shall be made available within five working days after the end of the first mission in electronic format.

The expected deliverable for this task is:

- D5: 5 sector reviews implemented
- D6: 5 sector review reports approved by Eurostat

### **Task 5 – Drafting of follow-up reports for previously implemented AGA/LPR**

The scope of the follow-up work comprises the following elements:

- To review lessons learned from the assessments

- To follow-up overall progress in the implementation of the improvement recommendations from previous AGA/LPR on an annual basis and draft an analytical report on this.
- To identify and communicate the priority improvement actions where closer effort or attention may be required.

No travel is deemed necessary for the work.

The expected deliverable for this task is:

- D7: Three reports analysing and summarising the implementation of the improvement recommendations from previously implemented AGA/LPR shall be provided - one for each year of the contract. The first one will be provided in July 2015, the second one in July 2016 and the third one in July 2017. The reports must be proof-read and edited before they are sent to Eurostat. The contractor is responsible for the quality of the contents and the linguistic quality of the reports. The contractor ensures that they have a harmonised and consistent style (same terminology, structure and coordinated content) and that they read well.

### **Task 6 – Organise the participation of observers in two (2) selected AGA/LPR**

The scope of this work comprises the following elements:

- To organise the mission of the observers
- To cover the costs for the participation in an AGA/LPR

The expected deliverable for this task is:

- D8: proof of participation of the observers in the assessments (tickets, payment of per diem)

## **2.4 Meetings and missions**

### **A) Meetings**

A kick-off meeting (maximum one day) with the Commission staff will be held in Luxembourg within two weeks of the start of the contract. Half-yearly progress meetings (duration around half a day) with Commission staff will be held in the Commission's premises in Luxembourg. For these meetings the contractor will prepare short progress reports to be sent to Eurostat at least one week prior to the meetings. The minutes of each meeting will be prepared by the contractor and sent to Eurostat at the latest one week after the meeting. Travel expenses for such meetings should be included in the financial proposal of the tender.

### **B) Missions**

The contractor shall organise 2 light peer review missions, one to each reviewed country. These are normally to take place at the premises provided by the NSIs. The indicative average duration of a light peer review mission is 4 days (excluding travel time). 2 peer reviewers will make up a review team. Eurostat experts may participate in the peer review visits at no cost to the contractor.

The contractor shall organise 2 visits for one adapted global assessment to the one assessed country. These are normally to take place at the premises provided by the NSI. The indicative average duration of an adapted global assessment mission is 5 days for the 1<sup>st</sup> mission and 4 days for the 2<sup>nd</sup> mission (excluding travel time). 2 assessors will make up a review team. Eurostat/UNEC/EFTA experts may participate in the adapted global assessment visits at no cost to the contractor.

The contractor shall organise 5 sector review missions, one to each assessed country. These are normally to take place at the premises provided by the NSIs. The indicative average duration of a sector review mission is 4 days (excluding travel time). 2 assessors will make up a review team.

The contractor shall organise the participation of two observers in 2 out of the 3 planned light peer reviews and adapted global assessments visits. The contractor shall cover all the costs related to the visits and these shall be included in the financial part of the bid.

## **2.5 Duration and timetable**

The contract is expected to be signed in the 4th quarter of 2014.

The execution of the above tasks in the contract should start on 15 of January 2015 and shall be completed within 36 months.

The overall indicative timetable is the following:

Time schedule:

Task	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 13	Month 14	Month 15	Month 16	Month 17	Month 18	Month 19	Month 20	Month 21	Month 22	Month 23	Month 24	Month 25	Month 26	Month 27	Month 28	Month 29	Month 30	Month 31	Month 32	Month 33	Month 34	Month 35	Month 36				
1																																								
2										D1			D2									D1				D2														
3													D3 (1)						D3 (2)			D4																		
4				D5			D6			D5			D6				D5			D6			D5			D6			D5											
5							D7												D7																					
6													D8										D8																	
Reports							PR						PR						PR						PR															FR

Legend:

- M – month of project lifetime
- x – task's lifetime
- D – deliverables (expected results, see item 2.3 above)
- PR – progress reports following half-yearly progress meetings as described above – see item 2.4
- FR – final report

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

## 2.6 Reports

In addition to the LPR, AGA and SR reports and other deliverables under section 2.3 and minutes of meetings (section 2.4), 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 in electronic format:

- After the implementation and delivery of 3 out of the total of 8 assessments (LPR, AGA, SR) and of one follow-up report, the contractor shall provide, 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.



- After the implementation and delivery of another 2 out of the total of 8 assessments (LPR, AGA, SR) and of one follow-up report, the contractor shall provide, 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.
- After the implementation of the remaining 3 out of the total of 8 assessments (LPR, AGA, SR) and of one follow-up report the contractor shall provide, a final technical report relating to the execution of the contract. The final technical report shall include an overview of all the activities carried out during the lifetime of the contract, an evaluation of the methodology and procedures used during the reviews and the lessons learnt. It shall also include an overview of the assessment/review results for all assessments carried out during this contract in an easy-to-read format.

These reports shall accompany the corresponding invoice.

## **2.7 Assessment of results**

The Contractor's work will be monitored and the results evaluated on the following basis:

- The timing of the different reviews
- The quality and expertise of the experts proposed
- The quality of the management of the experts and their missions
- The quality and clarity of presentation of the reports, including the use of language
- The respect of deadlines.

## **2.8 Specific conditions**

### **- Resources made available by Eurostat**

The material related to the ESS peer reviews, earlier LPRs and AGAs is available on the Eurostat website. This includes all peer review reports for the members of the ESS. The document MGSC 2009/06 entitled 'A framework for peer reviews adapted for non member states' on Eurostat's plans for designing LPRs and AGAs is available on Circabc in the group on statistcial cooperation with candidate countries and potential candidate countries at:

<https://circabc.europa.eu>

Eurostat will provide the latest framework for LPRs and AGAs at the start of the contract.

The countries to be reviewed or assessed will be asked to complete a self-assessment, similar to that used for the ESS; see

<http://epp.eurostat.ec.europa.eu/portal/page/portal/quality/documents/self%20assesment.pdf>.

For the analytical follow-up reports Eurostat will provide tables filled in by the assessed countries on how they have implemented the improvement recommendations contained in the assessment reports (AGA or LPR).

#### **- Specific conditions for the execution of the contract**

##### Conflict of interest

Experts proposed by the contractor as reviewers/assessors will not represent their organisations but will undertake work in their personal capacity. Therefore a contract / contracts for work will be signed between an expert and the selected contractor. The contractor shall check that the proposed experts are not in a situation of conflict of interest.

##### Confidentiality

The selected contractor and the reviewers/assessors will have access to confidential information about the NSIs and other producers of official statistics. The contractor and the reviewers/assessors have to sign a statement saying that they will respect the confidential nature of the information, which must not be disclosed to other parties than the NSIs and the other producers of official statistics concerned and Eurostat.

##### Qualification

The reviewers / assessors need to be senior experts from an EU Member States/EFTA country with at least 8 years of statistical experience and a minimum of 4 years experience in at least a middle management level of an NSI (e.g. , Head of Unit, Director level or higher). The reviewers / assessors should speak English fluently and should possess good drafting skills (minimum level C1 of the Common European Framework of reference for Languages). This experience and these skills will be assessed on the basis of the CVs of the reviewers / assessors.

## **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](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](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<sup>3</sup>.

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

---

<sup>3</sup> OJ L298 of 26.10.2012

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.

Due to the nature of the services, and in order to avoid any conflict of interest, National Statistical Institutes and Otehr producers of official statistcis in the relevant countries (enlargement and EECCA countries) are not allowed to participate, either individually, as a member of a consortium, or as a sub-contractor.

### **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 **27/08/2014**, 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 **27/08/2014** 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
<b>Registered letter deposited in the post office network</b>	The tender must be <b>posted</b> on the final date at the latest (regardless of the time)	Receipt issued by the post office	Postmark
<b>Mail deposited with a messenger service</b>	The tender must be <b>deposited</b> 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
<b>Delivery by hand, by the tenderer or by an authorised representative</b>	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 **08/09/2014 at 10am** 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=507> 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=507> 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 informations on the e-Tendering website address  
<https://etendering.ted.europa.eu/cft/cft-display.html?cftId=507>

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 cases (unavailability of e-Tendering, other reason...), and under the conditions described above, further information can be obtained by sending an **e-mail** to:

[ESTAT-A3-CALLS-FOR-TENDER@ec.europa.eu](mailto:ESTAT-A3-CALLS-FOR-TENDER@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](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](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](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](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](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<sup>4</sup> 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

---

<sup>4</sup> This covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares

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 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 2014, 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 section 4.5.1 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.

Relevant evidence has 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.

Criteria relating to the tender:

Criterion	Experience in organising assessments and reviews in the field of statistics and a proven record of working with the countries in the regions covered by the contract.
Minimum requirement	At least two statistical assessments were conducted in the last five years, including providing the experts and the logistics for the assessments.
Documentary evidence	List of assessments conducted and a list of projects with the countries concerned.

Criteria relating to the team delivering the service

Criterion 1	Educational and professional qualification
Minimum requirement	Project Manager: At least two years' experience in organizing multi-lingual events such as assessments or advisory activities involving participants from at least four different countries.
Documentary evidence	CVs of staff members and list of activities conducted with details on subjects, timing and countries

Criterion 2	Language capabilities
Minimum requirement	All persons involved in the implementation of the contract, both the project management staff and the experts should speak English fluently (level C1 of the Common European Framework of Reference for Languages) and should possess good drafting skills.
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 objectives, needs, target users and stakeholders of the project, the volume of work involved, tasks and deliverables?



- covered all of the essential points?
- Does the bid prove that the tenderer has understood the statistical context of assessments in the enlargement and ENP countries?

## **2. Technical approach and methodology (20 points)**

Does the bid propose technical solutions for the needs of the contract that demonstrate effectiveness, 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 process 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 a report, etc.)?

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

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

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

Does the tender show solutions that demonstrate the possibility to understand quickly and well the needs of the contracting authority and to provide suitable rapid services or that do not cause delay and negative impact on the final calendar of assessments decided by Eurostat?

Does the tender provide enough flexibility to adjust, if necessary, the work plan and timetable in order to meet changing needs?

## **4. Management arrangements (20 points)**

Organisation of work – explaining both implementation plan 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 without causing unnecessary overburden to Eurostat, 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 the appropriate resources, including the amount (in person-days), that would be allocated to achieve the project objectives and carry out each task of the contract. Description of the project team members (for general management, reviewing and developing questionnaires, checking language of reports, back-stopping) 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 also an indication of how the tenderer will assure continuity if those assigned to the project leave.

## **5. Quality arrangements (30 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. The bid should convince that quality and professional requirements can be met at every step, including submission of drafts.

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

### **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.

## APPENDIX II

### Instructions on how to conduct the Sector Review

As per the ToR, five SR will be conducted in selected countries. For each SR a team of two reviewers will be proposed. The team will include: one leading reviewer and one supporting reviewer. The leading reviewer will be responsible for the overall coordination, organisation and reporting, while the supporting reviewer will support in reporting and ensuring the comparability of the reports.

For each SR an in-country mission will be conducted. According to the ToR the duration the mission is of 4 working days (excluding travel time).

Despite the highly individual national situations, the LPR and AGA conducted so far have identified some issues common in all the reviewed countries, among which the need for closer inspection of certain statistical sectors. Sector reviews are, therefore, a new instrument that it is being tested at present. The SRs are specifically adapted to countries that aim to align important sectors of statistics with European and international standards. The main objectives of SR are:

- To assess the administrative and technical capacity of the reviewed statistical system to produce statistics in the sector concerned;
- To assess the sector statistical production against the *acquis*;
- To propose a list of actions to be undertaken in order to improve and strengthen the statistical system.

Implementation of a sector review	
<b>Description</b>	Organise and conduct sector reviews in selected countries
<b>Sub-tasks</b>	2.1. Preparatory work (distribution of self-assessment questionnaires, collection of information/supporting materials, request for documentation, etc.) 2.2. Implementation of in-country mission for SR 2.3. Preparation of the summary of findings 2.4. Drafting of SR report 2.5. Post consultation with NSIs: follow-up questions, requests for clarifications 2.6. Preparation of final SR report and submission to Eurostat
<b>Responsibility:</b>	<ul style="list-style-type: none"> <li>- Eurostat:               <ul style="list-style-type: none"> <li>o for the selection of the statistical domains and the countries to be visited;</li> <li>o for the selection/approval of the experts proposed by the Consortium;</li> <li>o for agreeing the calendar of the mission (through Eurostat country officer).</li> </ul> </li> <li>- The Consortium:               <ul style="list-style-type: none"> <li>o for the proposal of experts for implementing the missions;</li> <li>o for planning and organising the missions;</li> <li>o for drafting/proposing the timetable of the visits.</li> </ul> </li> <li>- The selected NSIs:               <ul style="list-style-type: none"> <li>o for providing relevant documentation (including the self-assessment questionnaire);</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>○ for agreeing the calendar of the mission.</li> <li>- The reviewers – for implementing the missions and preparing the summary of findings and the SR reports.</li> </ul>
<b>Inputs:</b>	<ul style="list-style-type: none"> <li>- Communication/decision by Eurostat on the statistical domains and the countries to be assessed;</li> <li>- Approval by Eurostat of the reviewers proposed by the Consortium to carry out the SR;</li> <li>- Latest framework for SR;</li> <li>- (model) self-assessment questionnaire</li> <li>- Adapted self-assessment questionnaires filled-in and other documentation from the (selected) NSI.</li> </ul>
<b>Method:</b>	
<p>From the organisational point of view, the Consortium shall (as per the ToR):</p> <ul style="list-style-type: none"> <li>- Finalise 1 week before the visit the timetable for the sector review visits (this shall be done in consultation with the NSI of the country to be visited and the responsible Eurostat country officer);</li> <li>- Ensure that the reviewers receive self-assessments, questionnaires and other material on time for proper preparation of the visits;</li> <li>- Arrange travel and accommodation for peer reviewers and any possible observers and undertake any other tasks ensuring the successful conduct of the visits.</li> </ul> <p>The assessment of the statistical domain will be based on:</p> <ul style="list-style-type: none"> <li>- A review by the two selected reviewers of the material provided by the country, including the self-assessment questionnaires;</li> <li>- The information gathered and discussed during the mission to the country being assessed;</li> <li>- The replies to follow-up questions sent to the country for clarification between the two missions.</li> </ul> <p>After the decision and communication, by Eurostat, of the statistical domains and the countries to be visited, the latest assessment framework will be provided by Eurostat to the Consortium, along with the model self-assessment questionnaire. The framework for the SR will be adapted by nominated reviewers to the country specificities and agreed with Eurostat. Adapting the review framework will include: revision/update of the self-assessment questionnaire, update of the list of questions to be covered during the mission and proposal for the structure of the SR report. Once agreed with Eurostat, the new framework (especially the self-assessment questionnaire) will be sent to the NSI. At the same time, the reviewers will define a list of other necessary documents considered to be useful for preparing the visit, and will request these to the NSI. Other documents that may be requested by the SR team for the sector review include:</p> <ul style="list-style-type: none"> <li>- Institutional information: <ul style="list-style-type: none"> <li>○ statistics law, relevant legislation</li> <li>○ structure of the statistics institute and the relevant unit / department (number of staff)</li> <li>○ data providers for the particular statistical sector and coordination mechanisms</li> <li>○ information on financial, staff and IT resources</li> <li>○ reports, business plans and other work plans.</li> </ul> </li> <li>- Statistical infrastructure: <ul style="list-style-type: none"> <li>○ registers and classifications</li> <li>○ metadata</li> </ul> </li> <li>- Methodological information on the statistical production process: <ul style="list-style-type: none"> <li>○ statistical methodologies (documents describing the phases of the production process such as user needs' identification, preparation of data collection instruments, use of administrative sources, survey design, data collection, data processing and estimation);</li> <li>○ quality reports; reports by external institutions</li> </ul> </li> </ul>	

- Dissemination documents and practices:
  - o contacts with data users
  - o publications and press releases, publication calendars
  - o electronic data dissemination
  - o other media reports describing or assessing the current state of affairs

A deadline for the submission of the self-assessment questionnaire by the NSI and other documents will be commonly agreed between the SR team and the NSI. The deadline will consider the coordination of work and the accomplishment of the already agreed deadlines. At the same time, Eurostat will also send all the relevant information that would support the assessors for preparing the visits. Whenever possible and without failing to comply with the confidentiality obligation, the SR team will make use of the information obtained during the current assessment project which is implemented by DevStat (as partner of another consortium). Each time DevStat already has available (some of) the materials, it will ask for Eurostat's permission to use these, prior to proceed to sharing them with the reviewers.

The reviewers will study the documentation received and will prepare the SR mission. If requested, some of the documents will be translated.

The in-country SR missions will be organised by DevStat in close cooperation with the NSIs. The NSIs will be requested to arrange the participation of representatives of other national institutions that are responsible for the production of statistics (i.e. central banks, ministries, etc.). For each country, the mission agenda will be finalised one week before the SR visit.

The implementation of SRs enables a more detailed analysis of the main statistical areas, and the provision of recommendations for improving the methodology and data production system in the countries requesting such a review. Each SR requires a tailor-made approach considering not only the specificity of the statistical sector, but also the country specific conditions and policies. Accordingly, the following aspects/questions would be considered for the review:

- Institutional aspects:
  - o legal regulation in force related to the domain
  - o organisational set-up (structure of the department producing relevant statistics)
  - o other producers supplying the NSI with relevant statistics and administrative registers
  - o number of staff in the respective department (junior/senior)
  - o coordination with other areas of statistics
  - o multi-annual programmes in the sector
  - o participation in international expert groups and initiatives in relation to the sector
- Methodological aspects:
  - o production process<sup>1</sup> of statistical operations conducted (including periodicity, population and domain coverage, sample size, data collection methods)
  - o comparison of definition of variables and other methodological aspects with European standards
  - o the methodology and classifications used
  - o availability of metadata
  - o quality assessment
  - o IT aspects of the production of sector data
- Dissemination and user service aspects:
  - o tools for dissemination (paper publications, web, etc.)
  - o user requests management, mechanisms for identifying user needs and measuring user satisfaction
  - o data transmission to Eurostat and international organisations.

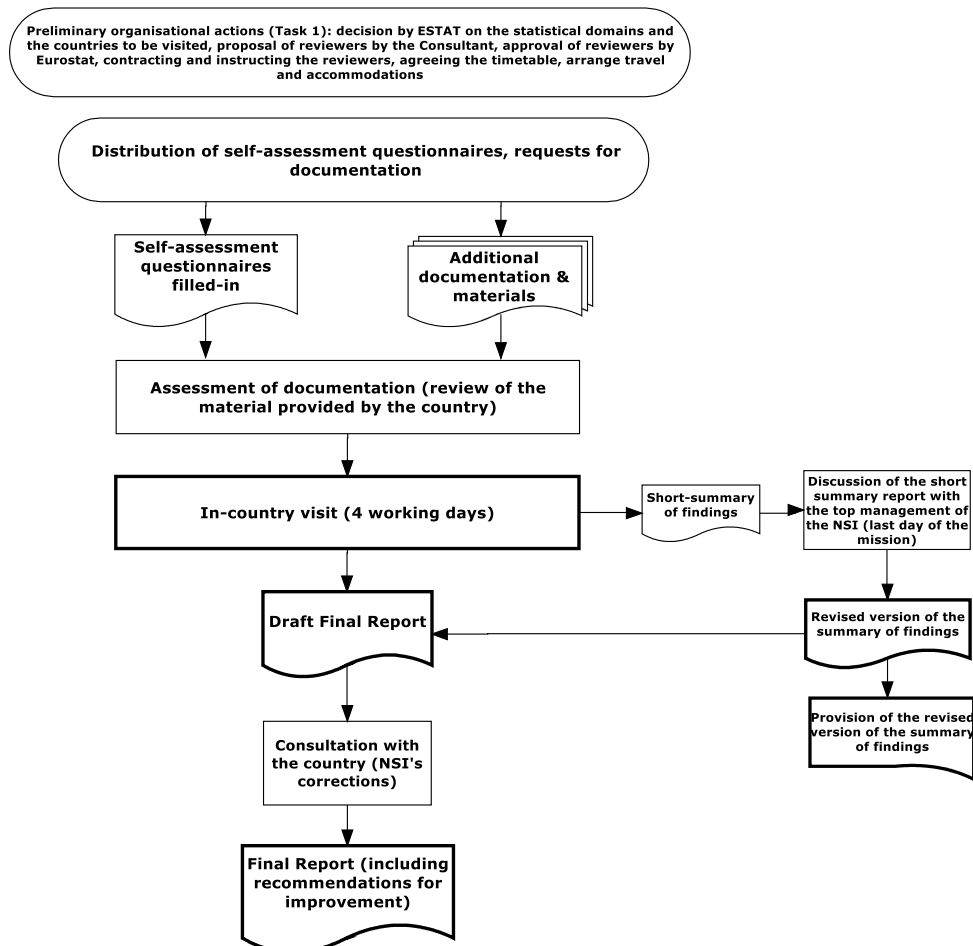
<sup>1</sup>The GSBPM could be used as a structuring system for describing the production process; see: <http://www1.unece.org/stat/platform/display/GSBPM/GSBPM+v5.0>

After each country mission the reviewers will prepare a short summary of findings, which will be discussed with the top management of the NSI of the visited country in a final meeting on the last day of the mission. After the discussion on the findings the summary report will be revised. The final summary report will be made available (in electronic format) to Eurostat and the NSI within five days after the end of the first mission.

After the implementation of each SR mission, a report setting out the findings and recommendations of the reviewers in relation to strengths and weaknesses of the assessed statistical domain/survey and compliance with European standards will be prepared and submitted to Eurostat. A draft version of the reports will be prepared within 4 weeks after the completion of each mission. The draft version will be sent for comments to the NSI in the country concerned. Only after consultation with the country, but no more than 8 weeks after the mission, a final report for each SR will be submitted to Eurostat. The final report will be proof-read by DevStat.

The main phases for conducting the SR that have been described in the paragraphs above are also displayed sequential in the flowchart below.

**Main phases of a SR mission (flowchart)**



**Structure of the report**

The structure of the SR report described in the following lines follows the proposals included in the General Framework for Sector Reviews (developed by ICON and DevStat under the on-going assessments contract). The SR report will contain a descriptive section on the current state of affairs of the sector and the

additional findings identified during the in-country mission, a normative section on statistical methods (comparison with EU standards) and a prescriptive section on critical issues and recommendations for potential solution strategies.

The SR report will include recommendations for further alignment of the sector with European and/or international standards. These recommendations should indicate ways to improve the production and processing of statistics; e.g. investigating administrative sources for increased coherence or reducing response burden, improving the design of a statistical operation, adapting classifications to meet national and regional needs, improving data collection methods, enlarging dissemination, etc.

Further to the conclusions and recommendations contained within the (draft) report, the NSI, in conjunction with the review team, could develop an action plan in order to implement the recommendations from the experts and to facilitate the monitoring of the progress made by the NSI and to identify potential capacity constraints. Such an action plan would be useful in any kind of future cooperation with Eurostat and should be included in the report.

**Table: Sector Review report structure**

Chapter	Description of contents
<b>Preface</b>	General introduction to sector reviews
<b>Executive summary</b>	Main findings of the SR
<b>Chapter 1: Legal and institutional basis</b>	Legal basis of the reviewed statistical domain/survey Institutional setting for the production of sector statistics Multiannual programming for sector statistics
<b>Chapter 2: Main findings</b>	Coverage of sector statistics Sources of information (surveys, administrative data, censuses); Interaction between the NSI/NSS of the country and national institutions for the use of administrative datasets in conjunction with other official statistics drawn from different surveys and censuses Data storage and processing Data quality: timeliness, accuracy, completeness and consistency, methodological issues, publication and dissemination, accessibility of the release data, comparability and coherence Compliance with European and international standards
<b>Chapter 3: International organisations and activities related to the statistical domain</b>	Interaction between NSI/NSS of the selected country and international organisations such as Eurostat, OECD, UNECE and any other relevant to the specific statistical domain
<b>Chapter 4: Further developments</b>	Developments of the specific statistical domain/survey Any other developments towards the collection of quality and reliable data and towards the reduction of the costs and response burden
<b>Chapter 5: Conclusions and recommendations</b>	Recommendations for improving and progressing statistics
<b>Annexes</b>	Agenda of the missions List of participants Statistical domain specific legislation Any other relevant document