EUROPEAN COMMISSION

DIRECTORATE GENERAL
ECONOMIC AND FINANCIAL AFFAIRS
International economic and financial relations, global governance
Neighbourhood countries - Macrofinancial assistance

Brussels, D(2016)

TERMS OF REFERENCE ECFIN 2016 020/D

Request for Services

In the context of the DG ECFIN Framework Service Contracts on the provision of evaluation and related services in the field of macro-financial assistance (MFA)

Ex-post evaluation of Macro-Financial Assistance operation to Ukraine

Part 1: Technical description

Part 2: Administrative details

Part 3: Assessment and award of a specific contract

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PART 1: TECHNICAL DESCRIPTION

1. Introduction

The Directorate-General for Economic and Financial Affairs (DG ECFIN) (the awarding authority) wishes to establish a specific service contract for the ex-post evaluation of Macro-Financial Assistance (MFA) operations to Ukraine. This contract will be awarded under the terms of the DG ECFIN Multiple Framework Service Contracts for the provision of evaluation and evaluation-related services in the field of macro-financial assistance at a cost not exceeding € 150,000.

Procedures for responding to this request for service are indicated in Article 5.3 of Annex I of the aforementioned Framework Contract.

The work will commence on the day of the signing of the contract by the last signing party and will be completed within not more than 8 months from that date. The specific contract will be managed by unit D2 of DG ECFIN, the unit responsible for neighbourhood countries – macro-financial assistance.

2. DESCRIPTION OF THE OPERATION TO BE EVALUATED

Macro-Financial Assistance (MFA) is a policy-based financial instrument of untied and undesignated balance-of-payments support to partner third countries. It takes the form of medium/long-term loans or grants, or a combination of these, and generally complements financing provided in the context of an International Monetary Fund's reform programme.

The evaluation will assess the so called MFA I and MFA II operations to Ukraine that was governed by Council Decision 639/2002/EC¹ for a MFA of EUR 110 million, Decision 388/2010/EU of the European Parliament and of the Council² for a MFA of EUR 500 million and Council Decision 215/2014/EU³ for a MFA of EUR 1 billion. Under these decisions, a total of EUR 1.61 billion of MFA loans was disbursed to Ukraine as a response to the balance-of-payment crisis that unfolded during the period of 2014. The MFA operations under Decision 639/2002/EC and Decision 388/2010/EU were combined with a single Memorandum of Understanding a single Loan Facility Agreement (so called MFA I for a total of EUR 610 million) and the MFA operation under Decision 215/2014/EU is referred to as MFA II.

¹ OJ L 209, 6 August 2002, p. 22.

² OJ L 179, 14 July 2010, p. 1.

³ OJ L 111, 15 April 2014, p. 85.

The MFA to Ukraine was provided with a view to contributing to a more sustainable balance-of-payments situation, helping the country overcome the economic and social hardships endured as a result of the domestic and regional unrest and promoting structural reforms aimed at raising sustainable economic growth and improving public finance management.

Further information can be obtained on the website of the DG for Economic and Financial Affairs at:

http://ec.europa.eu/economy_finance/international/neighbourhood_policy/ukraine_en.htm

3. SCOPE AND FOCUS OF THE EVALUATION

3.1. Reasons for the evaluation and its objectives

Decision 388/2010/EU (Article 7 par. 2) and Decision 215/2014/EU (Article 8 par. 2) say that: "Not later than two years after the expiry of the availability period referred to in Article 1(5), the Commission shall submit to the European Parliament and to the Council an ex post evaluation report, assessing the results and efficiency of the completed Union's macro-financial assistance and the extent to which it has contributed to the aims of the assistance."

The objective of the ex-post evaluation of MFA Ukraine is twofold: (i) to analyse the impact of MFA on the economy of the beneficiary country and in particular on the sustainability of its external position; (ii) to assess the added value of the EU intervention. In general terms, the evaluation should aim to draw lessons with respect to the EU's financial assistance:

- whether the ex-ante considerations determining the design and terms of the operation were appropriate, taking due account of the economic, political and institutional context;
- and whether the outcome of the programme met the objectives.

The evaluation consists of an ex post assessment of the objectives, content and results of the MFA operations. The evaluation is included in the 2016-2020 ECFIN multi-annual evaluation plan:

http://ec.europa.eu/dgs/economy finance/evaluation/pdf/maep en.pdf

The evaluation will be undertaken on the basis of the requirements of Decision 388/2010/EU and Decision 215/2014/EU as well as on more general principles on evaluations laid out in the Better Regulation Guidelines.

3.2. Scope of the evaluation and focus of the work

This evaluation focuses on assessing ex post the contribution of EU Macro-Financial Assistance facility to macro-economic and structural adjustment of the recipient country.

As stipulated in annex I of the Framework Contract, the exercise will largely cover three main areas of analysis:

- Economic impact of the MFA assistance operation on the economy of the recipient country (e.g. GDP growth, Balance of Payments, exchange rates, fiscal balances); with and without IMF involvement.
- Value added of EU intervention (stand-alone and/or in combination with IMF intervention) provided through the operation.
- Sustainability of the country's external position as a result of the assistance.

The ex-post evaluation of MFA to Ukraine is expected to assess:

- To what extent was the MFA operation design (including adequateness of financing envelope, focus of conditionality) appropriate in relation to the outputs to be produced and the objectives to be achieved? This question mainly aims at assessing the **relevance** of the intervention;
- To what extent have the objectives of the MFA operation been achieved? This question aims at assessing the **effectiveness** of the intervention and considers the global picture (macroeconomic developments, fiscal policy, structural reforms, other sector reforms, etc.) from a quantitative and qualitative point of view;
- In what way has the design of the MFA assistance conditioned the performance of the operation in respect to its cost and its objectives? Was the disbursement of the financial assistance appropriate in the context of the prevailing economic and financial conditions in the beneficiary country? To what extent did the MFA operation design allow to carry out the intervention **efficiently**?
- What was the rationale for an intervention at EU level? To what extent did the MFA operation add value compared to other interventions by other international donors? This question aims to assess the EU added-value of the intervention;
- Were the measures of the MFA operation in line with key principles, objectives and measures taken in other EU external actions towards Ukraine? This question aims to assess the **coherence** of the intervention with other EU policies.

Detailed methodological orientations including required profile and status of experts are provided in Annex I section 3 of the Framework Contract as well as in annex 4 to annex I "Guidelines for the Ex Post Evaluation of Macro-Financial Assistance and Balance of Payments Assistance Operations".

In addition to the abovementioned questions and methodological orientations, the ex-post evaluation is also expected to address the following issues:

- An analysis of **social impact** of the MFA operation (more specifically in relation to the policy measures included in the Memorandum of Understanding relating to the social sector and by including social variables in the analysis), including in combination with IMF programme measures.
- An analysis of the impact of the MFA operation (also in combination with the IMF programme) on the **debt sustainability** of the country, possibly by drawing on the IMF's DSA's.

4. ORGANISATION, TIMETABLE AND REPORTING

4.1. Interservice Steering group composition and role

An interservice steering group has been established consisting of officials with experience and knowledge of the activities being evaluated and policy and programme evaluation. It has been charged with preparing and overseeing the evaluation exercise. During the evaluation the steering group will, amongst other things, facilitate the access of the contractor to appropriate sources of data, check the factual accuracy and focus of the work as it progresses, participate in the formulation of conclusions with the evaluator and be responsible for the quality assessment of the final report.

The steering group will meet in the presence of the contractor at the launch meeting of the evaluation and also, again, no later than 15 days after the receipt of each deliverable (inception report, activity report, draft final report and definitive final report) to provide feedback to the evaluator about their contents. The contractor must take account of the steering group's observations and comments and keep it informed of the progress of the work.

The steering group is coordinated and chaired by Unit D2, responsible for MFA operations in the DG for Economic and Financial Affairs.

4.2. Deliverables and their contents

In addition to the information provided in Section 4 of Annex I to the Framework Contract, it should be noted that:

• The **inception report** will enable the steering group to validate the finalised evaluation methodology and to assess the level of understanding of the contractor of the activities being evaluated before the start of the fieldwork.⁴ The inception report should include a

It is important to note that primary data collection in the recipient country should not commence until the inception report has been approved by the steering group.

consultation strategy⁵. The consultation strategy should enlist the activities to be conducted in line with the guidance given at the kick-off meeting.

- The intermediate report will provide the steering group with a basis
 for interaction with the contractor on the results of the work conducted
 so far and allow the group to assess that the work is both on schedule
 and remains focused on answering the evaluation questions in the terms
 of reference.
- The **draft final report** will consist of the following elements:
 - Complete answers to all evaluation questions, including conclusions. Conclusions will be clearly underpinned by the results of analyses.
- A succinct description of the evaluation methodology employed, the data used, and their limits

The report will not exceed 100 pages in length with the core text focusing on substantive issues listed in the above first bullet point. The report should be drafted in a clear and understandable way, in English.

This report will be the object of a structured quality assessment by the steering group.

- The **final report** will take into account the observations and comments of the steering group on the draft final report, insofar as they do not impinge on the independent judgement of the evaluator. The structure of the final report (or alternatively of the synthesis report) should be aligned with the structure of the Staff Working Document that must be drafted by the Commission at the end of the evaluation⁶. The final report will contain a summary presenting a synthesis of the report found in the main body of the report, an abstract of no more than 200 words and an executive summary of maximum 6 pages, both in English and French.
 - Appended to the final report will be a series of annexes presenting detailed information on the methodology and data used along with any other relevant background information. One of the annexes should report on the consultation process and the results of the consultation activities⁷.

All reports will be structured around the evaluation questions presented in section 3.2. They will be sufficiently complete and well written as to allow

⁷ This annex should be in line with the requirements of annex 2 of tool 47 of the toolbox (http://ec.europa.eu/smart-regulation/guidelines/tool_47_en.htm) and the Better Regulation Guidelines on Consultation, of no more than 10 pages.

See pages 69-78 of the Better Regulation guidelines: http://ec.europa.eu/smart-regulation/guidelines/docs/swd br guidelines en.pdf

⁶ http://ec.europa.eu/smart-regulation/guidelines/tool 47 en.htm

meaningful exchanges between the steering group and the evaluator to take place on their content.

4.3. Final study report: corporate visual identity, structure and graphical requirements

All studies produced for the European Commission and Executive Agencies shall conform to the corporate visual identity of the European Commission by applying the graphic rules set out in the European Commission's Visual Identity Manual, including its logo⁸.

The Commission is committed to making online information as accessible as possible to the largest possible number of users including those with visual, auditory, cognitive or physical disabilities, and those not having the latest technologies. The Commission supports the Web Content Accessibility Guidelines 2.0 of the W3C.

For full details on Commission policy on accessibility for information providers, see: http://ec.europa.eu/ipg/standards/accessibility/index_en.htm

Pdf versions of studies destined for online publication should respect W3C guidelines for accessible pdf documents. See: http://www.w3.org/WAI/

The final study report shall also include:

- the following standard disclaimer:

"The information and views set out in this [report/study/article/publication...] are those of the author(s) and do not necessarily reflect the official opinion of the Commission. The Commission does not guarantee the accuracy of the data included in this study. Neither the Commission nor any person acting on the Commission's behalf may be held responsible for the use which may be made of the information contained therein."

- specific identifiers which shall be incorporated on the cover page provided by the Contracting Authority.

The publishable executive summary shall be provided in both in English and French and shall include:

- the following standard disclaimer:

"The information and views set out in this [report/study/article/publication...] are those of the author(s) and do not necessarily reflect the official opinion of the Commission. The Commission does not guarantee the accuracy of the data included in this study. Neither the Commission nor any person acting on the Commission's behalf may be held responsible for the use which may be made of the information contained therein."

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⁸ The Visual Identity Manual of the European Commission is available upon request. Requests should be made to the following e-mail address: comm-visual-identity@ec.europa.eu

- specific identifiers which shall be incorporated on the cover page provided by the Contracting Authority.

Graphic requirements: see section 4.5 of Annex I of the Framework Service Contract.

4.4. Meetings

The following five meetings between the steering group and the contractor that are foreseen will normally take place in Brussels [+ 1 optional workshop in Ukraine]:

- a kick-off meeting;
- an inception meeting where the inception report will be presented;
- an intermediate meeting where the intermediate report will be presented;
- and a final meeting where the draft final report will be presented.
- Optional meeting: a consultation workshop with stakeholders in Jordan can be organised (to be decided during the evaluation process). The draft final report will be made available to the stakeholders in Ukraine prior to this workshop. Alternatively, the workshop can also be organised in Brussels using videoconference facilities.]
- The contractor will also, in addition to the meetings with the steering group, foresee one oral presentation of the evaluation results in Brussels to Commission services.

Additional meetings may be called by the Commission as deemed required.

4.5. Scheduling of work

The evaluation will be completed within not more than 8 months from the signature of the contract. The work is composed of the following 4 phases, each one culminating in the production of a deliverable which is to be presented by the contractor to the steering group.

4.5.1. Inception

This phase will commence with the signing of the contract; the kick-off meeting shall be held no later than **10 days** after the signing of the contract.

During this period the contractor will develop a thorough understanding of the activities to be evaluated and draw up a fully operational evaluation method that allows the evaluation questions to be answered.

This phase will draw to a close with the delivery of an inception report no more than **1 month** after the signing of the contract.

4.5.2. Data collection and initial analyses

This phase will start once the inception report is confirmed by the European Commission to have been accepted as satisfactory following the "inception meeting" of the steering group. It will consist of the first stage of field work involving the collection and analysis of data from stakeholders.

This phase will terminate with the delivery of an intermediate report no more than **2 months** after the delivery of the inception report.

4.5.3. Close of data collection, final analyses and judgment

Fieldwork will continue after the intermediate meeting with the steering group. It will be followed by a full analysis of data collected, the drawing of conclusions⁹.

This phase will culminate in the production of a draft final report that will be delivered no more than **2 months** after the delivery of the intermediate report.

4.5.4. Finalisation and feedback

No later than **2 months** after the delivery of the draft final report, the contractor will deliver the definitive final report and executive summary.

Part of the finalisation process will be a consultation workshop with stakeholders in Ukraine or alternatively in Brussels using videoconference facilities (optional; to be decided during the evaluation process).

After approval of the final report by the Commission and not later than **1 month** after the delivery of the final report, the contractor will make a presentation of the results to Commission services. At the end of this phase, the evaluation process will be closed.

The table in Annex 1 summarises the timetable for the evaluation work and the reports to be submitted.

4.6. Quality assessment

As specified in the Annex 3 of the General Terms of Reference (Annex I of the Framework Service Contract) the output of the specific contract will be subject to quality requirements. The steering group will carry out an ex-post assessment of the quality of all reports.

4.7. Proposed team

The tender must include a description of the proposed team, its composition, its expertise¹⁰ and the work effort planned for each member in terms of man/days for each phase of the project.

Recommendations shall adhere to the SMART criteria: Specific, Measurable or Manageable, Atteinable or Agreed, Realistic and Timebound.

Please refer to annex 6 of Annex I (tender specifications of the framework contract) for the description of categories

Name of Expert	Position/Expertise	Category	Languages	Working days

Man/days	Category I	Category II	Category III	Category IV	Total days
Inception					
Data Collection and analysis					
Close of data collection, final analysis and judgement					
Finalisation and feedback					
Total days					

It is recommended to include a Category III expert in the team speaking the local language.

4.8. Budget

The tender must include a detailed proposed budget including travel¹¹ expenses following the model below:

		Category I	Category II	Category III	Category IV	TOTAL (€)
Person days per category						
Fees: € per day						
Total Consulting fees	€					
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¹¹ The personnel fees <u>must also include the travel and subsistence costs</u> for services provided <u>on the contractor's premises</u>, in the Commission's offices in Brussels and Luxembourg.

The overall travel plan will depend on the methodology proposed by the contractor.

In addition, the contractor must give a separate price for a half-day stakeholder workshop to be organised in the premises of the EU delegation in Kiev.

Stakeholder workshop in Kiev (1 half-day)		Category I	Category II	Category III	Category IV	TOTAL (€)
Person days per category						
Fees: € per day						
Total Consulting fees	€					1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Travel expenses						
Other costs (to be speci	fied):					
					Total Costs :	

The organisation of this workshop is optional and will be decided during the evaluation process. This option cannot be implemented without the prior approval of the European Commission.

5. PLACE OF PERFORMANCE

The place of performance of the tasks shall be the contractor's premises and/or any other place indicated in the tender, with the exception of the Commission's premises (apart from the optional ½ day workshop in Kiev).

6. PUBLICATION

The European Commission retains all rights relating to evaluation reports produced under this contract and to their reproduction and publication. Any document based in full or in part on the work carried out under these contracts may be disseminated or published only with the European Commission's permission.

Publication of the final report or its results can be accompanied by a quality assessment of the evaluation by the Commission's staff.

PART 2: ADMINISTRATIVE DETAILS

1. SUBCONTRACTORS

In accordance with Article II.7 of the Framework Contract, subcontracting shall require the previous written authorisation of the Commission. Subcontracting may be authorised in duly justified cases, such as:

- Need for highly specialised methodologies or very restricted field of expertise
- Special linguistic needs

Failure to declare subcontracting may result in termination of the contract concluded with the Commission. In particular the bid must *clearly identify the subcontractor(s)*, *specify the share (in %) of the services* that will be executed by the subcontractor(s) and document their willingness to accept the tasks and their acceptance of the terms and conditions set out in these specifications including the Annexes.

Where, in a bid, the amount of the services executed by a subcontractor is equal to or exceeds 20% of the contract, the subcontractor must provide all the necessary documents for assessing the bid as a whole with regard to the exclusion criteria, selection criteria (as a whole) and award criteria.

2. PAYMENTS

Payments shall be made in accordance with Article I.4 of the Framework Service Contract.

3. CONTENT OF THE TENDER

The offer will provide a well structured, concise and detailed **description** of:

- The tenderer's understanding of the key issues underlying the evaluation
- How the evaluation will be carried out in the allotted time schedule
- The composition of the team: names, categories of expertise, CV's (for those not already included in the Framework Service Contract) and number of working days for each category
- How the team's work will be structured from the kick-off meeting to the delivery of the final report

- The technical means, methods and sources of data that will be used to answer the evaluation questions
- The planned missions or visits as part of the evaluation

The offer will also include the **price (maximum 150 000€)**, presented as a lump-sum on the basis of the established unit costs in the Framework Service Contract and broken down by categories of experts using the format given in Annex 6 of Annex I. The price offer must be signed by a representative of the tenderer.

PART 3: ASSESSMENT AND AWARD OF A SPECIFIC CONTRACT

AWARD CRITERIA

In accordance with the Annex 1 to the General Terms of Reference (Annex I of the Framework Service Contract), the specific contract will be awarded with regard of the following criteria.

Quality criteria

QC.1, max 20 points: Understanding of the services and general approach to the work to be performed

QC.2, max 30 points: Proposed methodology and tools

QC.3, max 20 points: Approach proposed for the management of the work

QC.4, max 30 points: Qualifications, experience and expertise of the team

Tenders which do not obtain at least 50% of the maximum score for each award criterion and at least 60% of the overall score for all criteria, will not be admitted to the next stage of the evaluation procedure.

Financial criteria

Each offer will be assessed in terms of the total price for the proposal on the basis of the specific unit prices set in the Framework Service Contract, broken down by categories of experts and travel and mission expenses.

Contract award

The contract will be awarded to the most economically advantageous tender. This will be determined on the basis of the price and the quality of the tender by means of computation of the final score according to the following formula:

After evaluation of the quality of the tender, the tenders are ranked using the formula below to determine the tender offering best value for money. A weight of 60/40 is given to quality and price.

Final Score

Score for tender X = (cheapest price/price of tender X * 40) + (total quality score (out of 100)/100*60)

PART 4: DRAFT SPECIFIC CONTRACT



EUROPEAN COMMISSION

DIRECTORATE GENERAL
ECONOMIC AND FINANCIAL AFFAIRS
International economic and financial relations, global governance
Director

SPECIFIC CONTRACT No [complete]¹² implementing DG ECFIN Framework Contract No ...

The European Union (hereinafter referred to as "the Union"), represented by the European Commission (hereinafter referred to as "the Commission"), which is represented for the purposes of the signature of this contract by Elena Flores, Director, Directorate International economic and financial relations, global governance,

of the one part,

and

[official name in full] [official address in full]

hereinafter referred to as "the Contractor", represented for the purposes of the signature of this contract by [forename, surname and function,]

of the other part,

HAVE AGREED

ARTICLE III.1: SUBJECT

- **III.1.1** This specific contract implements DG ECFIN Framework Service Contract No [complete] signed by the Commission and the Contractor on xxx.
- **III.1.2** The subject of this specific contract is the ex-post evaluation of Macro Financial Assistance operations to Ukraine.
- III.1.3 The Contractor undertakes, on the terms set out in the Framework Contract and in this specific contract and the annex[es] thereto, which form an integral part thereof, to perform the following tasks specified in Annex A (Tender specifications).

Options [in roman] to be completed.

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Options [in italics] to be deleted where not applicable.

ARTICLE III.2: DURATION

- **III.2.1** This specific contract shall enter into force on the date on which it is signed by the last contracting party.
- III.2.2 The duration of the tasks shall not exceed 8 months. Execution of the tasks shall start from date of entry into force of this specific contract. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

ARTICLE III.3: PRICE

- **III.3.1** The total amount to be paid by the Commission under this specific contract shall be EUR [amount in figures and in words] covering all tasks executed.
- III.3.2 In addition to the price [no reimbursable costs are foreseen] [costs up the an amount of EUR ... will be reimbursed according to the provisions of the Framework contract]
- **III.3.3** Optional Workshop in Ukraine for an amount of EUR [amount in figures and in words] is foreseen and could be invoiced in complement to the final payment on presentation of the corresponding supporting documents (copy of the perliminary authorisation of the Commission to use the option.)

[For Contractors established in Belgium, the provisions of this contract constitute a request for VAT exemption No 450, provided the Contractor includes the following statement in his invoice(s): "Exonération de la TVA, article 42, paragraphe 3.3 du code de la TVA" or an equivalent statement in the Dutch or German language.]

III.3.4. Payments under this specific Contract shall be made in accordance with the instructions laid down in Article I.5 of the Framework Service Contract.

ARTICLE III.4: ANNEXE[S]

Annex A – Request for an offer/Tender specifications (no [complete] of [complete]) **Annex B** – Contractor's specific Tender (no [complete] of [complete])

SIGNATURES

For the Contractor, [Company name/forename/surname/function]	For the Commission, Elena Flores Director
signature[s]:	signature[s]:
Done at [Brussels], [date]	Done at [Brussels], [date]
In duplicate in English.	

ANNEX 1 – Indicative Timetable

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<u>ANNEX 2 – Statement on ability to carry out the services and absence of conflict of interests</u>

The undersigned [name of the signatory of this form, to be completed]:

representing

states that the company or organisation that he/she represents / he/she:

shall be able to carry out the services and to submit the reports at the indicated deadline;

has no conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties or any other relevant connection or shared interest;

he/she will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest.