



EIGE/2011/OPER/28

TENDER SPECIFICATIONS

**Study on Area D of the Beijing Platform for Action:
Violence Against Women in the European Union**

OPEN PROCEDURE

The purpose of these Tender Specifications is to give instructions and guidance to candidates about the nature of the Tender they will need to submit and to serve as the Contractor's mandate during project implementation.

These specifications ensure that the project will be properly conceived by the Contractor, that the work will be carried out on schedule and that resources will not be wasted.

The Tender Specifications will form an integral part of the contract that may be awarded as a result of this invitation to tender.

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1 TECHNICAL SPECIFICATIONS

1.1 CONTRACTING AUTHORITY

Equality between women and men is a fundamental value of the European Union and is enshrined in its Treaties¹ and in the Charter of Fundamental Rights of the European Union. Mainstreaming the principle of equality between women and men is a major part of all its activities and represents the general approach to the implementation of all EU policies.

The European Institute for Gender Equality (hereafter referred to as "EIGE" or as "the Institute")² is a regulatory agency of the European Union which has been given objectives in order to contribute to and strengthen the promotion of gender equality, including gender mainstreaming in all Community policies and the resulting national policies, and the fight against discrimination based on sex, and to raise EU citizens' awareness of gender equality by providing technical assistance to the Community institutions, in particular the Commission, and the authorities of the Member States³.

In order to meet these objectives, the Institute shall collect, analyse and disseminate the relevant objective, comparable and reliable information and data on equality between women and men at the European Union level and shall: "develop methods to improve the objectivity, comparability and reliability of data at the European level by establishing criteria that will improve the consistency of the information and take into account gender issues when collecting data."⁴

Within its framework of attributions, EIGE also provides technical support to the EU Presidency countries in the follow-up to the Beijing Platform for Action (BPfA) and, in particular, reviews existing indicators previously adopted by the Council of the European Union and develops benchmarking information in the area of gender equality.

The study commissioned through this Invitation to Tender is undertaken within the scope of the Institute's Work Programme 2011 and its Mid Term Programme 2010 - 2012. It is a part of the Institute's wider framework of activities aimed at providing support to the Presidency countries of the Council of the European Union and reviewing areas of the BPfA. The overall activity aims at:

- analysing and reviewing the area of concern selected by upcoming Presidencies
- providing advice on updating and improving existing indicators or proposing the new ones
- developing a report for the Presidency country on the developments in implementing the BPfA in the selected area, and
- promoting visibility and dissemination of the information within the selected area.

In order to contribute to the implementation of the aforementioned tasks, EIGE is putting out this invitation to tender, with the goal of entering into a contract with a professional service provider able to conduct an effective study within a limited time line.

¹ Articles 2 and 3(3) TEU and Article 8 TFEU.

² Established by the European Parliament and of the Council Regulation (EC) No 1922/2006 of 20 December 2006 (OJ L 403/9 of 30.12.2006)

³ Article 2, Idem 2

⁴ Article 3, Idem 2



1.2 BACKGROUND INFORMATION

EU policy context to combat violence against women

Violence against women is linked to the fundamental principles of equality and non-discrimination recognised in the Treaty of Lisbon⁵ and in the Charter of Fundamental Rights of the European Union.

In 2008, the Council of the European Union adopted a set of guidelines⁶ on violence against women, urging Member States to take effective action in this area.⁷ In 2009, the European Parliament Resolution⁸ acknowledged violence against women as a form of inequality and a violation of human rights, calling for further actions and measures. There are several human rights infringed upon by this type of violence, among them: the right to dignity, the right to life, the right to safety, the right to physical and mental integrity, the right to sexual and reproductive choice and health.⁹ The Commission's Strategy for Equality between Women and Men 2010-2015 sets the struggle against gender-based violence as one of its priorities and actions.

Additionally, other EU initiatives include the European Pact for Gender Equality (2010-2020) reaffirming the EU commitment in combating all forms of violence against women, as well as particular legally binding decisions, like on sexual harassment (Directive 2002/73/EC), and human trafficking (2011/36/EU). Furthermore, the European Commission Women's Charter states that "Europe does not tolerate gender-based violence" and announces further commitment and efforts to combat violence against women.¹⁰

EU commitment to BPfA

The 4th World Conference on Women, held in Beijing in 1995, officially adopted the *Beijing Declaration and Platform for Action for Equality, Development and Peace* (BPfA). The BPfA outlines the strategic objectives and actions to be taken by the international community, national governments and civil society for the promotion and protection of human rights for women and the girl child as inalienable, integral and indivisible elements of the universal human rights and fundamental freedoms of all women throughout their lives.¹¹ Its objectives and actions are arranged throughout twelve critical areas of concern: women and poverty, education and training of women, women and health, violence against women, women and armed conflict, women and the economy, women in power and decision-making, institutional mechanisms for the advancement of women, human rights of women, women and the media, women and the environment, and the girl child.

All 27 EU Member States have signed the document and thus have recognised their responsibility for taking the necessary actions to implement the BPfA. Despite the primary responsibility for the advancement of women lying with the national governments, the European Union has been involved in the formulation of the Beijing Declaration and supports its Member States insofar as taking action is concerned. In December 1995, the

⁵ Treaty of Lisbon amending the Treaty on European Union and the Treaty establishing the European Community, Article 1, 2007/C 306/01.

⁶ General Affairs Council, *EU guidelines on violence against women and girls and combating all forms of discrimination against them*, 2008.

⁷ Council of the European Union, Council Conclusions on the Eradication of Violence against Women in the European Union, 2010.

⁸ European Parliament Resolution on the elimination of violence against women, 26th November, 2009.

⁹ *Ibidem*.

¹⁰ European Commission, A Strengthened Commitment to Equality between Women and Men, A Women's Charter, (COM) 2010.

¹¹ Mission Statement, <http://www.un.org/womenwatch/daw/beijing/platform/plat1.htm#concern>



European Council acknowledged the European Union's commitment towards the BPfA and expressed its intent to review its implementation across the Member States on a yearly basis. Since 1999, quantitative and qualitative indicators have been developed by successive Presidencies of the Council of the European Union for the purposes of monitoring progress towards achieving the BPfA goals. By 2010, the Council of the European Union had adopted indicators in nine out of twelve critical areas. The indicators for three areas are yet to be developed. These are: Human Rights of Women; Women and the Media; Women and the Environment¹². In order to review the development in the implementation of BPfA at the EU level, two overview reports have been produced: *Beijing +10. Progress made within the European Union* by the Luxembourg Presidency of the Council of the European Union in 2005¹³ and *Beijing+15: The Platform for Action and the European Union* by the Swedish Presidency in 2010.¹⁴

Violence against women: definition and scope

Following the BPfA, violence against women was defined as critical area D and associated with three strategic objectives:

- to take integrated measures to prevent and eliminate violence against women
- to study the causes and consequences of violence against women and the effectiveness of preventive measures
- to eliminate trafficking in women and assist victims of violence due to prostitution and trafficking.

Violence against women is preventing them from enjoying the same rights and freedoms as men and is defined as “a violation of human rights and a form of discrimination against women and shall mean all acts of gender-based violence that result in, or are likely to result in, physical, sexual, psychological or economic harm or suffering to women, including threats of such acts, coercion or arbitrary deprivation of liberty, whether occurring in public or in private life”.¹⁵

The BPfA stated that violence against women is a manifestation of the historically unequal power relations between men and women, which have led to domination over and discrimination against women by men and the prevention of women's full advancement.

Men's violence against women is a structural, widespread problem throughout Europe, and as an aspect of gender inequality, describes an area in which the EU has a mandate to take action.¹⁶ Therefore, it does not simply relate to violence within the criminal law but defines a type of abuse directed to women as individuals and as a group, which is also often sexualized and normalised.¹⁷ In this view, violence against women has to be understood in relation to social structures, gender norms and roles that support and still too often justify it as normal or tolerable.

¹² EIGE will review the area “Women and the Environment” with particular focus on gender and climate change, which was selected by the upcoming Danish Presidency starting from January 1, 2012. The report will include the proposal of indicators in this area.

¹³ <http://www.frauen.bka.gv.at/DocView.axd?CobId=20565>

¹⁴ <http://ec.europa.eu/social/BlobServlet?docId=4336&langId=en>

¹⁵ Council of Europe, Ad Hoc Committee on preventing and combating violence against women and domestic violence (CAHVIO), 2011.

¹⁶ European Parliament Resolution on the elimination of violence against women, 26th November, 2009.

¹⁷ Eva-Britt Svensson, Report on priorities and outline of a new EU policy framework to fight violence against women (2010/2209(INI)), Explanatory Statement, European Parliament Committee on Women's Rights and Gender Equality, 2011.



The analysis of violence against women should apply the gender-sensitive approach, which entails:

- the acknowledgement of the inequality between men and women¹⁸
- the acceptance that men and women have different specific needs (like health risks, diseases, policy impacts, experiences of violence etc.)¹⁹
- the interaction of gender with other social categories, like race, ethnicity, class etc. recognising women's diversity and differences, thus rejecting the universality of women as a category²⁰
- the need to involve men, address masculinity and transform men's roles, along with those of women, in order to achieve gender equality.²¹

Although it is highly difficult to distinguish between different types of violence (since they are not mutually exclusive) violence against women includes domestic violence, sexual harassment, rape, sexual violence during conflict and harmful customary or traditional practices such as female genital mutilation, forced marriages and honour crimes.²² Furthermore, trafficking in women, forced prostitution and violations of the human rights in armed conflict (in particular murder, systematic rape, sexual slavery and forced pregnancy) are also acts of gender-based violence.²³ Additionally, forced sterilisation, forced abortion, coercive use of contraceptives, female infanticide and prenatal sex selection are included.²⁴

In 2002, the Spanish Presidency carried out a mapping study on the measures used to combat violence against women and presented a "Good Practice Guide". The Danish Presidency in 2002 chose to continue the work in the area of violence against women undertaken by the Spanish Presidency and developed a set of seven indicators concerning "Domestic violence against women" (profile of female victims; profile of male perpetrators, victim support, measures addressing the male perpetrators in order to end the cycle of violence, training of professionals, state measures to eliminate domestic violence against women, and evaluation). The aim was to develop indicators that can facilitate an implementation of the BPfA, promote an exchange of good practices and facilitate the raising of awareness with regard to violence against women.

This study is focused on domestic violence against women with particular emphasis on victim support.

Prevalence of violence against women in the Member States

A major setback in estimating violence against women across Europe is the lack of available, comparable data among the Member States.²⁵ Reasons include mainly the hidden nature of violence, the lack of data collection and the use of different methodologies and working definitions.²⁶ Other obstacles to data collection relate to attitudes of reporting acts of violence against women to the police, which poses serious interpretation issues in comparison across countries, the lack of a harmonised system of

¹⁸ United Nations, *Handbook for Legislation on Violence against Women*, Department of Economic and Social Affairs/Division for the Advancement of Women, New York, 2010, p.15.

¹⁹ *Ibidem*.

²⁰ C. Booth, C. Bennett, "Gender mainstreaming in the European Union", *The European Journal of Women's Studies*, Vol. 9, Nr. 4, 2002, p. 438.

²¹ *Ibidem*.

²² European Commission Strategy for equality between women and men, 2010-2015.

²³ The Fourth World Conference on Women, Beijing Declaration and Platform for Action, 1995.

²⁴ *Ibidem*.

²⁵ Report from the Swedish Presidency of the Council of the European Union, *Beijing +15: The Platform for Action and the European Union*, 2009.

²⁶ European Commission, *Report on Progress on Equality between Women and Men in 2010*, 2011.



data collection across Europe etc.²⁷ Therefore, the main sources of information are the various authorities and institutions (police, justice and legal system, social services, NGO's etc.) or national prevalence surveys, both being problematic, either because of under-reporting issues or methodological differences.²⁸

Domestic violence is one of the most common forms of violence against women. The Council of Europe estimated that more women in Europe die or are seriously injured every year through domestic violence than through cancer or road accidents.²⁹ In Germany, 25% of women have experienced physical and/or sexual violence inflicted by their current or previous partners, in the Czech Republic, 37.7% of women experienced violence from their partners at least once in their lives, in Greece, 56% of women often experience abusive behaviours from their husbands.³⁰ In Romania, 21.5% of women declared to have suffered from domestic violence, from which 46% identified the aggressor as the current husband, and 55% declared still living with the aggressor.³¹ In the UK, 4.8 million women suffered from domestic abuse since they were 16 years old, which accounts for 29% of British women. In Sweden, 28% of women were subjected to physical violence by a former husband/cohabitant partner.³² Additionally, 14% of Swedish women (aged 18-24) have been subjected to violence by a boyfriend, from which 28% were abused in their own home.

Victim support

Member States have a responsibility to ensure that they have taken all reasonable measures to prevent, investigate and punish all forms of violence against women, including those occurring in the family and domestic sphere. The Member States' reporting to the UNECE show that victim support is an area of development. Some countries have introduced new networks of crisis centres or other institutional structures to support victims and to enable more systematic work with minimum standards for victim support and/or knowledge development. The Member States continue to work in close cooperation with NGOs to support victims of violence.³³

In 2008, the Council of Europe issued a publication "Combating violence against women: minimum standards for support services" to support new developments in the area of victim support. In this context, the Member States are urged to make resources available to ensure the quality and equitable availability of diverse support services.

²⁷ C. Crepaldi et al. (coord), *Violence against women and the role of gender equality, social inclusion and health strategies*, EGGSI *Synthesis Report* for the European Commission, 2010, p. 8.

²⁸ Report from the Swedish Presidency of the Council of the European Union, *Beijing +15: The Platform for Action and the European Union*, 2009.

²⁹ Council of Europe, Recommendation 1450 (2000), *Violence against Women in Europe*.

³⁰ C. Crepaldi et al. (coord), *Violence against women and the role of gender equality, social inclusion and health strategies*, EGGSI *Synthesis Report* for the European Commission, 2010, pp.8-9.

³¹ Centrul de Sociologie Regionala si Urbana (CURS), *Violenta Domestica in Romania*, Ancheta Sociologica la Nivel National, 2008.

³² Eva Lundgren et al., *Captured Queen, Men's violence against women in 'equal' Sweden-a prevalence study*, University of Uppsala, 2001.

³³ Report from the Swedish Presidency of the Council of the European Union, *Beijing +15: The Platform for Action and the European Union*, 2009.



1.3 PROJECT UNDER THIS CONTRACT

1.3.1 SCOPE OF THE STUDY

The study to be carried out under this contract will focus on domestic violence against women with a special emphasis on different types of support services for women victims of domestic violence in all EU Member States and Croatia. The study shall focus on the collection of data and assessing the range, extent, number, actual use and quality of support services for women victims of domestic violence in Member States and Croatia. The study shall also provide a background overview of existing data and information on the profile of female victims of violence and male perpetrators, the measures targeting the male perpetrator, training of professionals, state measures to eliminate domestic violence against women and the evaluation of the measures taken in all Member States and Croatia. The background overview shall be based on the analysis of literature and data available through open sources.

The study to be carried out under this contract is commissioned within the scope of the Institute's Work Programme 2011 and its Mid Term Programme 2010 – 2012, in particular, to provide support to the upcoming EU Council Presidency countries reviewing the implementation of the Beijing indicators.

1.3.2 OBJECTIVES AND TASKS

General Objective

The aim of the study is to produce a report on the current stage of implementation of the objectives formulated in **area D: Violence against women**, with a focus on support services for women victims of domestic violence. The study will cover all the 27 EU Member States and Croatia.

Specific Objectives and Tasks

The specific objectives and tasks of the Study are:

Objective 1. On the basis of the reviewed literature and documentation, to develop an overview of the background situation on domestic violence against women in 27 EU Member States and Croatia with a special emphasis on the prevalence rates and on the state measures to eliminate domestic violence against women.

Tasks:

- 1.1. describe the methodology used for literature and documentation review
- 1.2. provide a general overview on the legislative and policy developments in the area of domestic violence against women in the EU
- 1.3. provide a general overview of the existing prevalence data and information on the profile of female victims of domestic violence and male perpetrators in the Member States and Croatia



- 1.4. overview state measures (legislative and policy initiatives) to eliminate domestic violence against women, including measures addressing the male perpetrator, and an evaluation of measures taken in all Member States and Croatia
- 1.5. overview training options of professionals in the Member States and Croatia.

Objective 2. To collect and analyse data on the *range, number, extent* and *actual use* of the support options for women, subject to domestic violence in the EU Member States and Croatia

Tasks:

- 2.1 describe the methodology used for data collection and analysis
- 2.2 construct a questionnaire and collect data on the *range, extent, number* and *actual use* of the following support options for women victims of domestic violence:
 - counselling-centres
 - emergency services (*i.e.* emergency health services, police, social services, others)
 - hotlines (*i.e.* 24-hours hotline, others)
 - Women Crisis Centres/shelters (including number of shelters per population, number of requests for shelter, number of refusals, funding of centres)
 - guide on the available support
 - special police-units/task forces supporting the victims
 - legal advice for the victims
 - publicly available official information (*i.e.* on the Internet, TV, leaflets, through other sources) regarding domestic violence against women
 - support/courses/training in order to help victims re-enter the labour market
 - health protocols that provide standards for screening, assessment, intervention, documentation and evaluation
 - special support services for vulnerable groups (*i.e.* young women and girls, LGBT, women with a migrant background, female refugees and foreigners;
 - any other support measures (*e.g.* training for perpetrators, therapy for perpetrators, others).
- 2.3 provide qualitative and quantitative analysis of data, including proposals for the improvement of the aforementioned typology of support options (sub-indicators of victim support) for women victims of domestic violence, if necessary
- 2.4 provide an overview of the *quality* of the aforementioned support services using secondary data and information available through open sources
- 2.5 provide recommendations on the improvement of victim support services in the Member States and Croatia.

Objective 3. To collect data and provide analysis of coordination of the public support system for women victims of domestic violence in the Member States and Croatia

Tasks:

- 3.1 describe the methodology used for data collection and analysis
- 3.2 collect data on the coordination of the public support system for women victims of domestic violence in the Member States and Croatia
- 3.3 provide a qualitative and quantitative analysis of the data, including the analysis of good practices of the coordination of the public support system in the Member States and Croatia, and at the implementation stage coordinate with EIGE regarding the concept of good practices



- 3.4 provide recommendations for the improvement of the coordination of the public support system for women victims of domestic violence in the EU Member States and Croatia.

Objective 4. To identify gaps in data collection and provide recommendations on the improvement of data collection in the area of domestic violence against women at the EU and Member States level.

Tasks:

- 4.1 assess the accessibility, reliability and the comparability of the available and the newly collected data on victim support
- 4.2 identify existing gaps in data collection on victim support to women victims of domestic violence
- 4.3 provide recommendations for improving the objectivity, comparability and reliability of data at European level in the area of victim support.

The implementation of the objectives and tasks set in these tender specifications should be fully reflected in the interim report, final report, summary report and the abstract. In the course of the implementation of the study, EIGE might adjust the tasks without changing the objectives.

1.3.3 METHODOLOGY

The methodological framework shall be developed by the tenderer and provide a sound approach to the collection and analysis of data within the scope and time defined in these technical specifications.

The tenderer shall propose a methodology which would ensure the achievement of the defined objectives and collection of reliable information and data in the field. The tenderer shall clearly indicate how the information (literature, documents etc) and data existing in any of the EU official languages will be identified and analysed and how the providers of data and information will be reached.

The proposed methodology shall include:

1) A description of the methodology of literature and documentation review

The background overview of the situation on domestic violence against women in the 27 Member States and Croatia shall include a review of the available literature and data on the profile of female victims of violence and male perpetrators, legislative and policy measures targeting the male perpetrator, training of professionals, state measures to eliminate domestic violence against women and evaluation of measures in all the Member States and Croatia. A literature and documentation review shall cover the sources of data and information in all the Member States and Croatia since 2003.

2) Description of the methodology the contractor will apply to the collection of data and analysis

The collection and analysis of data shall reflect the *range, extent, number* and the *actual use* of support options for women victims of domestic violence in all Member States and Croatia. The list of support options to be considered is listed under task 2.2 of objective 2. The typology of the victim support options is based on the list of sub-indicators of victim support proposed by the Danish Presidency in 2002.



The contractor shall propose the methodological framework on how the data will be collected and analysed (survey questionnaire shall be considered). The analysis shall consider both qualitative and quantitative aspects of support. The qualitative analysis shall describe the full range of support options and types of services. Quantitatively, the extent, number of support options and the actual use of them shall be analysed. Where relevant, the secondary data and information available through open sources shall also be assessed and analysed. The analysis shall consider the possibility of improving the aforementioned typology of support options (sub-indicators) or propose new options, if necessary.

The analysis of the *quality* of the aforementioned support services shall be based on secondary data and information available through open sources.

3) Description of the methodology of analysing the coordination of the public support system

This part shall include the methodological framework for the analysis of the coordination of the public support system for women victims of domestic violence in 27 EU Member States and Croatia.

1.3.4 DELIVERABLES

The Contractor shall work closely with EIGE through a regular exchange of information. Throughout the implementation of the study, the following deliverables shall be provided:

1. An Inception report, summarising the discussion of the inception meeting (Week 3 (W3))
2. An Interim report on the first findings of the literature and documentation review, the collection of data and analysis, the progress so far and the next steps (W12)
3. A Final report covering all the items described in specific objectives 1, 2, 3 and 4 together with necessary statistical annexes (W20)
4. A Summary report understandable for non specialised reader (W22)
5. An Abstract (W22).

All the deliverables listed above must be submitted in **English (UK)**.

The reports must be written in a clear and simple way, providing information and analyses that can be understood by non-academics. The reports and the abstract must be in MS Word or PDF format. The format of Annexes may vary depending on type of information shown.

The final versions of all deliverables must be professionally edited and proofread. The documents must be delivered in an appropriate layout and they shall contain visual elements (*e.g.* tables and graphs).

All deliverables must be revised by the Contractor according to the Institute's recommendations, as necessary, and returned within the deadline mentioned in the Contract. When necessary, activities aimed at producing deliverables, must run in parallel in order to ensure the smooth operation of the project within the given timeframe.

EIGE will have the exclusive right to publish the results of the study. The Contractor must ensure that there are no restrictions on confidentiality and/or intellectual property rights expected from the third party.



All the reports and their corresponding Annexes must be provided in two hard copies and in one electronic copy, with the exception of the final deliverables (detailed analytical final report, executive summary and abstract) which must be provided in four hard copies and in one electronic copy.

Deliverable 1: Inception meeting and Inception report

Within two weeks from the contract signature EIGE will organise an inception meeting with the Contractor in Vilnius to discuss the Technical Specifications and the contractor's bid. The project manager and the senior researcher from the Contractor's team shall attend the meeting.

In the inception meeting, the Contractor shall present in detail the methodology for data collection and analysis to be used, including key informants and actors, analytical tools, how the methods proposed are going to be implemented in light of the initial assessment of available information and data, and in particular, how the specific objectives and tasks will be implemented.

The contractor shall also present the results of the initial analysis, including:

- The main findings of the preparatory work undertaken
- A description of the methodology used and the problems encountered
- A proposed structure for the interim report, final report, summary report and abstract
- An updated work-plan ensuring the submission of the deliverables within the contractual deadline.

Based on the agreements reached during the meeting, the Contractor shall draw up an Inception report which is to be submitted to EIGE for approval within five days after the inception meeting. The Inception report shall present the results of the initial analysis, the agreed methodology to be used for further research, the organisation of work, the planning and timeline for all activities of the project within the contractual deadline and information on the staff members and their contact details.

The Inception report, with corresponding Annexes, must be provided in two hard copies and in one electronic copy.

Size: minimum 10 pages and relevant annexes

Language: English (UK)

Deadline: Two weeks after the date of signature of the contract, the Inception meeting shall take place in Vilnius. The Contractor shall prepare an Inception report summarising the elements above and submit it to EIGE within five days after the inception meeting. EIGE will have five working days from receipt to approve or comment on the report. Within five days of receiving EIGE's comments, the Contractor shall submit additional information and the Inception report in the definitive form by electronic and regular mail.

Deliverable 2: Interim report and Mid-term meeting

The Interim report, showing the progress of work undertaken, shall be submitted to EIGE and a mid-term meeting will take place in Vilnius in order to present preliminary findings and to discuss further details of the study.



The interim report shall include the following, but not be limited to:

- A definition of the key terms and concepts
- A description of the methodology used
- A draft background overview of the situation on domestic violence against women in the EU Member States and Croatia with a special emphasis on the prevalence rates and state measures taken in order to eliminate violence against women (objective 1)
- A preliminary analysis of data on the range, extent, number and the actual use of the support options for women victim of domestic violence in the EU Member States and Croatia (objective 2)
- A preliminary analysis of secondary data on the quality of the victim support services (objective 2)
- A preliminary analysis on the coordination of the public support system for women victims of domestic violence in the Member States and Croatia (objective 3)
- An overview on the accessibility, reliability and the comparability of the available and the newly collected data on victim support on the EU and Member States' level (objective 4)
- A visual presentation in a ppt format reflecting the structure and content of the Interim report
- A provisional structure for the final report, based on the Contractors' improved understanding of the study developed during the preliminary phase
- An updated work-plan ensuring the submission of the final report, summary report and abstract within the contractual deadlines;
- All the references and sources reviewed or consulted (as Annex).

The Interim report shall provide preliminary information covering specific objectives 1 - 4 and the tasks described under each specific objective listed under 1.3.2.

The Interim report, with corresponding Annexes, must be provided in two hard copies and in an electronic copy.

Size: minimum 30 pages and relevant annexes

Language: English (UK)

Deadline: 12 weeks after the date on which the contract is signed, the Contractor shall provide the Interim report to EIGE and participate in the mid-term meeting in Vilnius. EIGE will have ten working days from receipt of the report to approve or comment. Within ten days of receiving EIGE's comments, the Contractor shall submit additional information and the Interim report in its definitive form by electronic and regular mail.

Deliverable 3: Final report and meeting

The final detailed analytical report shall be in line with the methodology as proposed and agreed. It shall satisfy all the requests raised in the specific objectives and the related tasks as well as requests regarding the Final report as agreed during inception meeting and mid-term meeting. Analyses, conclusions and recommendations provided shall be clear and explicit.

The Final report shall include the following, but not be limited to:

- A definition of the key terms and concepts



- The detailed description of the methodology used
- A background overview of the situation on domestic violence against women in EU Member States and Croatia with a special emphasis on the prevalence rates and state measures taken in order to eliminate domestic violence against women
- Analyses of the data on the range, extent, number and actual use of the support options for the women subject to domestic violence in the EU Member States and Croatia
- Secondary data analysis on the quality of the victim support services
- Analyses of good practices of the coordination of the public support system for women victims of domestic violence in the EU Member States and Croatia
- An overview of the accessibility, reliability, comparability and gaps of available and newly collected data
- Conclusions and recommendations
- A visual presentation in a ppt format reflecting the structure and content of the Final report
- All the references and sources reviewed or consulted during the project (as an Annex).

The Final report shall cover all the specific objectives 1 - 4 and tasks described under each specific objective, listed under 1.3.2, together with necessary statistical annexes. The analysis of indicators and sub-indicators will be used for the follow-up of BPfA in area D: Violence against Women. The Final report shall include, but not be limited to, the following sections: Introduction, Background overview, Methodology, Data and analysis of support options for women victims of domestic violence and coordination of public support system, Conclusions, Appendices, References.

In a separate document data used for calculations, analyses and visualisations must be presented. The document shall be in MS Excel format (or compatible).

The Final report, with corresponding Annexes, must be provided in four hard copies and in one electronic copy.

Size: minimum 60 pages and relevant annexes

Language: English (UK)

Deadline: 20 weeks after the date of signature of the contract the Contractor shall provide the final report to EIGE. EIGE will have 20 working days from receipt of the report to approve or comment. Within ten days of receiving EIGE's comments, the Contractor shall submit additional information and the Final report in its definitive form by electronic and regular mail.

Deliverable 4: Summary report

An extended summary will outline the main findings in a concise format and will be developed for wider dissemination. The Summary report shall bring together the key findings of the main report in a reader-friendly format, understandable for a wider public, with appropriate lay-out including relevant graphic elements, such as text boxes, graphics, photos etc. in order to enhance its readability and maximise its impact. The overview provided shall be clear and explicit. The Summary report shall be supplied in a publishable form.



The Summary report, with the corresponding Annexes, must be provided in four hard copies and in an electronic copy.

Size: about 20 pages

Language: English (UK)

Deadline: 22 weeks after the date of signature of the contract, the Contractor shall provide the Summary report to EIGE. EIGE will have ten working days from receipt of the report to approve or comment. Within ten days of receiving EIGE's comments, the Contractor shall submit additional information and the Summary report in its definitive form by electronic and regular mail.

Deliverable 5: Abstract

The Abstract shall provide a brief summary of the study and it shall help the reader quickly ascertain the study's purpose. Proposed structure of the Abstract:

- The focus of the study
- Methodology used
- Main results and findings
- Main conclusions and recommendations.

The Abstract must be provided in four hard copies and in one electronic copy.

Size: two pages

Language: English (UK)

Deadline: 22 weeks after the date on which the contract is signed, the Contractor shall provide the Abstract to EIGE. EIGE will have ten working days from receipt of the report to approve or comment. Within ten days of receiving EIGE's comments, the Contractor shall submit additional information and the Abstract in definitive form by electronic and regular mail.

1.3.5 PROVISIONAL TIMELINE

The overall provisional timeline as follows:

Deliverable 1: Inception meeting and report	W2 and W3
Deliverable 2: Interim report and a mid-term meeting	W12
Deliverable 3: Final report and final meeting	W20 and W18
Deliverable 4: Summary report	W22
Deliverable 5: Abstract	W22

A detailed timeline shall be provided in the bid.

The characteristics of certain activities, deliverables, as well as the timeline might be adjusted in the course of the implementation of the study, in line with the results and findings of the preceding stages.



1.3.6 RESPONSIBILITY

The overall responsibility for executing the contract, including the implementation of all measures necessary to provide the Institute with deliverables of the highest quality on time, lies with the Contractor.

1.3.7 PROJECT TEAM

The organisation of the project team is of high importance. The required experience of the project team shall be explicitly described in their CVs.

The team:

- Must include a project manager with at least five years experience in research management
- Must include at least five researchers with at least five years experience in gender equality research, preferably with an expertise in gender-based violence, of whom one should act as a senior researcher responsible for the content of the research
- Must include at least one researcher with knowledge and experience in quantitative and/or qualitative data analysis and development of indicators.

The team working on the project must possess strong analytical and drafting capacities and have a very good knowledge of the English language. Knowledge of English shall be Level C1 based on the Common European Framework of Reference (CEF).

The project manager is in charge of the coordination and administrative tasks of the project, as well as being responsible for contacting and informing EIGE with regard to all aspects related to the execution of the contract. The project manager shall provide EIGE with frequent updates on the progress of the study and other relevant aspects of the work. The entire team is responsible for the content and quality of all the deliverables, and making sure that they are in line with gender equality objectives set for this contract.

The implementation of the Contract will require knowledge and expertise in the following areas:

- experience, understanding and knowledge (on an EU and national level) of the European Union's policies and strategies on gender equality
- experience, understanding and knowledge (on an EU and national level) of the European Union's policies and strategies on violence against women, in particular with regard to domestic violence and victim support
- experience in comparative research related to gender equality and/or gender-based violence either at the EU level or Member States' level
- experience and knowledge of the European Union's policies and strategies on violence against women
- experience in working with statistical databases and data
- an ability to assess the quality, measurability, reliability, comparability of data and the interpretation of data
- experience in the synthesis and analysis of large amounts of information
- experience in drafting analytical reports in a European context.

The team working on the project must possess strong analytical and drafting capacities and demonstrate a very good command of the English language.



1.3.8 COMMUNICATION

Communication between the Contractor and the Institute shall be possible by telephone, email and video-conference during the EIGE's working days and hours.

During the course of the contract period, in addition to the inception meeting to be held at EIGE's premises in Vilnius, at least two more meetings are envisaged between the Contractor and representatives of EIGE. At the inception meeting the objectives of the project will be discussed in detail, and, in particular, the research methodology and the project timeline as defined in the technical proposal submitted by the Contractor during the tendering process. At the mid-term meeting the representatives of EIGE and the contractor will discuss the interim report. In a final meeting close to the end of the contract period, the contractor will be asked to present the final report to the representatives of EIGE. These meetings will serve as a platform in order to exchange information and project development with regard to quality control and will supplement other communicated information. All meetings will take place in Vilnius at EIGE's premises.

The project manager and the senior researchers shall attend all meetings.

All costs for participation at the aforementioned meetings are to be borne in full by the Contractor.

In addition to these meetings/events, EIGE may, at its own expense, send representatives to the Contractor's headquarters for any additional *ad hoc* meetings that may be required. Video conferences might be organised when needed.

1.3.9 MONITORING OF PROJECT IMPLEMENTATION

EIGE will monitor the project in technical and administrative terms. The Contractor shall report immediately in writing any problems encountered during the implementation of the contract to the Institute.

The Contractor shall expect that the European Court of Auditors and the European Anti-Fraud Office (OLAF) have the right to gain access to all documentation relating to the project and, therefore, must keep copies of all relevant and related documents.

EIGE's staff may, during the duration of the project, visit the Contractor's offices and/or the sites where the project is carried out in order to assess the quality of the work.



2 THE TENDER

2.1 SUBMISSION OF THE TENDER

Participation in this 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 a third country which has a special agreement with the European Communities in the field of public procurement under the conditions laid down in that agreement.

Tenders must be submitted in accordance with the specific requirements of the Letter of Invitation to Tender and, without fail, within the deadlines laid down therein.

Late delivery will lead to the exclusion of the tender from the award procedure for this contract. Tenders sent by e-mail or by fax will also be non admissible. Envelopes found open at the opening session will also lead to the non-admissibility of the tender. Consequently, tenderers must ensure that their bids are packed in such a way as to prevent any accidental opening during its mailing.

The tender must remain valid for a period of **6 months** from the final date for submission of the tenders.

The 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 EIGE staff or influence the evaluation committee or its individual members in any way during the tendering process will render his/her tender invalid.

Submission of a tender implies that the Contractor accepts all the terms and conditions set out in these specifications (including the annexes and the technical specifications) and waives all other terms of business.

Submission of a tender binds the Contractor to whom the contract is awarded during performance of the contract. Once EIGE has accepted the tender, it shall become the property of the Institute who shall treat it confidentially.

EIGE shall not reimburse expenses incurred in preparing and submitting tenders. No compensation may be claimed by tenderers whose tender has not been accepted, including when the Institute (the contracting authority) decides not to award the contract.

The Protocol on the Privileges and Immunities shall apply to this invitation to tender.

2.2 OPENING OF TENDERS

Tenders will be opened on:

28/10/2011 at 10:00 EET (Vilnius time)

at the following location:

**European Institute for Gender Equality
Švitrigailos g. 11M,
03228 Vilnius, Lithuania**

One authorised representative of each tenderer may attend the opening of the bids as an observer. Companies wishing to attend are requested to notify their intention no later than 2 working days in advance to the following e-mail address: procurement@eige.europa.eu, giving clear reference to the procurement number.



This notification must contain an authorisation document signed by an authorised officer of the tenderer and specify the name of the person who will attend the opening on the tenderer's behalf. The credentials of the representative will be checked by EIGE.

2.3 CONTACTS with EIGE

In principle, no contact is permitted between the Institute and the tenderer during the tendering procedure. However, contacts may be permitted in exceptional cases – these cases are specified in the Letter of Invitation.

Under the conditions described in the Letter of Invitation, further information can be obtained by sending a request with a clear reference to the procurement number to:

e-mail: procurement@eige.europa.eu

Provided it has been requested in good time, such additional information will be supplied simultaneously to all economic operators by posting it onto the EIGE web-site, Internet address <http://eige.europa.eu>. EIGE is not obligated to reply to requests for additional information received fewer than five working days before the final date for the submission of tenders.

EIGE will inform 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 this invitation to tender by supplying information on the following Internet address: <http://eige.europa.eu>.

During the assessment procedure, the Institute may require some clarification 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.

2.4 CONTENT OF THE TENDER

All tenders must contain all the information and all the supporting documents required by these Specifications. If any of the required information or documents should be lacking, the Institute may disqualify the bid. EIGE reserves the right, however, to request additional evidence in relation to the bid submitted for evaluation or verification purposes within a time-limit stipulated in its request.

Tenders must be clear and concise, with continuous page numbering, and assembled in a coherent fashion (e.g. bound or stapled).

It is recommended that tenderers submit their tenders in English, the working language of EIGE.

All tenders must include:

A. Covering letter signed by the tenderer or his/her duly authorised representative

B. Table of contents

C. Five sections:

Section One: Administrative information

Section Two: Documents related to the Exclusion criteria

Section Three: Documents related to the Selection criteria

Section Four: Technical proposal addressing technical specifications and award

Section Five: Financial proposal

Standard submission forms are annexed to these specifications.



2.4.1 SECTION ONE: ADMINISTRATIVE INFORMATION

The tenderer must provide the following identification documentation:

- Tenderer identification Form
The tenderer identification form is to be provided in original, signed by a representative of the tenderer authorised to sign contracts with third parties
- Legal entity Form
The legal entity form is to be provided in original signed by a representative of the tenderer authorised to sign contracts with the third parties. This form (individuals, private entities or public entities) is available at:
http://ec.europa.eu/budget/execution/legal_entities_en.htm
- Financial identification Form
The original bank identification form must be filled in and signed by an authorised representative of the tenderer **and** her/his bank. A standard form is available at:
http://ec.europa.eu/budget/execution/ftiers_en.htm

The above forms must be accompanied by the evidence as indicated at the bottom of each form (for private entities: proof of registration, VAT registration etc; for individuals: copy of passport, proof of registration/VAT if applicable; for public entities: official document on establishment etc).

Joint Tenders

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

A consortium can be a permanent, legally established grouping or a grouping which has been constituted for this tender procedure.

Consortia members in joint tenders may submit only one tender for a single contract. All members of the consortium shall sign the tender or it shall be signed by one of the consortium members designated as the representative authorised to undertake commitments on its behalf (copy of the authorisation must be provided with the tender).

The tender must indicate which member (lead consortium partner) 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 the 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 other than the party signing the tender (tenderers) will be considered subcontractors.

In the case of a submission of a joint tender, the tenderers are asked to fill in and duly sign one of the attached **Powers of attorney** in the Standard Submission Forms depending on the set up that has been chosen by the tenderers, and specify the role, qualifications and experience of each member of the group, as well as who has been appointed by the others as the group leader.

In the case of a joint tender, only the group leader must return the financial identification form.

Subcontracting



Subcontracting is a situation in which the contractor, in order to implement the contract, enters into legal commitments with other legal or natural persons to perform a part of the service (in particular, any work performed by a person who is not an employee of the tenderer will be considered as having been subcontracted).

The Contractor shall remain bound by his obligations to EIGE and shall bear exclusive liability, sole and full responsibility for the performance of the contract. EIGE has no direct legal relationship with the subcontractor(s).

If the tenderer envisages subcontracting, the tender must include the following, using models in Standard Submission Forms:

- a **subcontracting form** by tenderer clearly stating the roles, activities and responsibilities of the proposed subcontractor(s), and the reasons why subcontracting is envisaged
- a **letter of intent** by each proposed subcontractor stating its intention to collaborate with the tenderer if the tenderer wins the contract and their willingness to accept the tasks and the terms and conditions of the contract.

The tenderer must indicate clearly in her/his methodology, which proportion of work will be sub-contracted, a description of the extent, and how subcontracting will be effectively monitored.

The main contractor retains full liability towards EIGE for the performance of the contract as a whole. Accordingly:

- EIGE will treat all contractual matters (e.g. payment) exclusively with the main contractor, whether or not the tasks are performed by a subcontractor
- under no circumstances can the main contractor disclaim liability towards the agency on the grounds that the subcontractor is at fault.

Prior written approval from EIGE is necessary in order to replace a subcontractor and/or have work which was not originally subcontracted in the original tender carried out by third parties.

In case the identity of subcontractors is not known at the time of submitting the offer, any future subcontract may be awarded according to the provisions of the contract.

2.4.2 SECTION TWO: EXCLUSION CRITERIA DOCUMENTATION

A. Tenderers (including consortium members in the case of a joint tender and subcontractors in cases of subcontracting) or their representatives, shall provide an original **Declaration on honour**, duly signed and dated in which they:

- state whether or not one or more of the situations referred to in Articles 93 and 94 of the Financial Regulation and detailed in the SSF applies to them
- undertake to submit to EIGE any additional document relating to the exclusion criteria, that the Institute considers necessary in order to perform its checks, within seven calendar days following the receipt of the Institute's request.

By returning the aforementioned Declaration, duly signed, tenderers confirm that they have been notified of the following points:

- Administrative or financial penalties may be imposed by the Institute on tenderers who are in one of the cases of exclusion provided for in Articles 93 and 94 of the Financial Regulation after they have been given the opportunity

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to present their observations.

- These penalties are detailed in Article 96 of the Financial Regulation and Articles 133a and 134b of the Regulation laying down the rules for implementing the Financial Regulation (2342/2002/ of 23.12.02).

B. The Tenderer to whom the contract is awarded shall provide, within 15 days following the receipt of the letter informing her/him of the proposed award of the contract and preceding the signature of the contract, the following evidence confirming the statements referred to in the Declaration.

EIGE will accept, as satisfactory evidence that the tenderer is not in one of the situations described:

- in point **(a), (b) and (e) of the Declaration**, production of a recent extract (dated no earlier than four months before the deadline for submission of tenders) from the judicial/criminal records or, failing this, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance attesting that these requirements are satisfied;

- in point **(d) of the Declaration**, a recent certificate (dated no earlier than four months before the deadline for submission of tenders) issued by the competent authority of the country concerned. These documents must provide proof 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) and social security contributions.

Where no such certificate or document is issued in the country concerned, it may be replaced by a sworn or, failing this, solemn statement by the interested party before a judicial or administrative authority, a notary or a qualified professional organisation in his/her country of origin or provenance.

EIGE will accept, as satisfactory evidence that the tenderer is not in one of the situations described:

- in points **(c) and (f) of the Declaration**, recent certificates issued by competent national authorities;

If the tenderer is a legal person and the national law of the country in which he is established does not authorise legal persons to provide such documents, the documents (such as the judicial/criminal records) must be provided by natural persons with powers of representation in relation to the tenderer.

Where they have doubts as to whether tenderers are in one of the situations of exclusion, EIGE may itself apply to the abovementioned competent authorities to obtain any information they consider necessary about that situation.

EIGE may waive the obligation of a tenderer to submit the abovementioned documentary evidence if such evidence has already been submitted to it for the purposes of another procurement procedure and provided that the issuing date of the documents does not exceed one year and that they are still valid. In such a case, the tenderer shall declare on his honour that the documentary evidence has already been provided to the Institute in a previous procurement procedure and confirm that no changes in his/her situation have occurred. He/she shall indicate in the tender all the references necessary to allow the Institute services to check this evidence.

2.4.3 SECTION THREE: SELECTION CRITERIA DOCUMENTATION

This part of the tender concerns the evidences relating to the economic and financial capacities, as well as technical and professional, capacities of the service provider(s) involved in the bid.



The proper implementation of the contract requires a multiplicity of skills, capacities and different types of expertise to be combined in the performance of the various tasks and activities.

The tenderer may, rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. In that case, evidence must be provided, that it will have at its disposal the resources necessary for performance of the contract, for example by producing a clear undertaking on the part of those entities to place those resources at its disposal.

In the case of joint tender (consortium) or subcontracting, the technical and professional capacity shall be assessed in relation to the combined capacity (resources at the disposal of all the parties) involved in the tender.

In case of joint tender, for the turnover criterion, a consolidated assessment shall be made.

EIGE reserves the right to request additional information for the evaluation of the economic and financial capacity of each member of a consortium.

In case on of subcontracting not more than 30% of the contract, provided the main contractor does not rely on the subcontractor's economic and financial capacities, the subcontractor(s) does not have to provide the economic and financial capacity form. However, EIGE reserves the right to request additional information for the evaluation of the economic and financial capacity.

A. Economic and financial capacity

Tenderers must provide EIGE with sufficient proof of their financial standing, and more importantly that they have the necessary resources and financial means to carry out the work involved. The tenderer must prove they are viable for the duration of the contract.

The **average annual turnover** of the tenderer must be not lower then **EUR 240.000** during the past **2** years.

Evidence on compliance with the economic and financial capacity requirement must be provided by the following document:

The tenderer who in accordance to the law of the country in which it is established is required to publish a balance sheet shall complete and include in the offer a **statement of "Economic and financial capacity"** as presented in the Standard submission forms. Please observe the following aspects in completing this financial statement:

It should be presented in original and certified by means of a signature of the chief accounting officer of the tendering organisation.

EIGE has the right during the tendering process and before awarding the contract to request further evidence on the tenderer's compliance with the economic and financial capacity requirement, in which case balance sheets and profit and loss accounts for the past financial years may be requested.

The tenderer who in accordance to the law of the country in which it is established is not required to publish a balance sheet shall provide an extract from the budget.

In the case of a consortium submitting a tender, the consortium may rely on the capacities of members of the consortium. It must prove in its offer that it will have their resources at its disposal.

The statements of Economic and financial capacity should be included in the tender for all consortium partners.



In the case of a physical person the financial statement should be included into the tender and only two lines on Turnover filled in. The financial statement can be signed by the physical person only.

B. Technical and professional capacity

The technical and professional capacity of the tenderers to provide the services required will be assessed with regard to their know-how, efficiency, effectiveness, experience and reliability in providing the required expertise (section 1.3.7).

The tenderer:

- must demonstrate the capacity to set up the appropriate organizational structure to carry out all the tasks concerned with this contract and have a proven capacity to manage the administrative and financial aspects of such a contract;
- must demonstrate that she or he has the capacity to liaise with the relevant parties in all Member States and at EU level;
- must demonstrate significant professional experience in a EU (or international) context, and, if needed, the capacity to rely on national competences and/or experiences to collect the necessary information for all 27 Member States;
- must demonstrate a high level of competency in written English.

All costs for employing any additional experts during the implementation phase of the project are to be borne in full by the Contractor.

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.

Evidence of the technical and professional capacity shall be presented by the following documents:

- a) Research experience in other similar projects related to gender equality and European covering level:
 - i. List of major relevant projects and publications related in the past 5 years, with sums, dates and recipients, public or private. For EIGE to be able to verify the information provided, please indicate a contact person for the project.
 - ii. List of at least three EU and/or international projects involving at least three Member States implemented in the area of social issues in the last 5 years indicating what was the role of the tenderer.
- b) Professional capacity of the personnel and ability to carry out the tasks (i.e. project managerial staff of contractor and subcontractors, if any) will be proven by the following:

The CVs (a common European format) of the members of the team must be enclosed and must clearly show evidence of the skills required. The form can be downloaded

from: <http://europass.cedefop.europa.eu/europass/home/hornav/Downloads.csp>

The successful tenderer can be requested to provide the diplomas and professional qualifications of the persons responsible for providing the services, including any publications and/or studies and/or any other type of relevant work in the field that is the object of this contract.



2.4.4 SECTION FOUR: TECHNICAL PROPOSAL

This part should contain the tenderer's proposal to reach the objectives and fulfil the tasks described in the section 1.3 of these technical specifications.

The technical proposal should refer to the award criteria described in the section 3.2 and should enable their application during the assessment procedure.

This section is of great importance in the assessment of the bids, the award of the contract and the future execution of any resulting contract. Attention is also drawn to the award criteria, which defines the parts of the technical proposal to which the tenderers should pay particular attention. The technical proposal should address the tenderer's approach to and solutions for all matters laid down in the technical specifications, while the tenderer should be aware that a simple repetition of the technical specification will result in a very low technical score. The level of detail of the tender will be very important for the evaluation of the tender. To be successful, it is of crucial importance that tenders conform to the required structure, respond fully and clearly to the information requested, and respect the administrative rules governing submission. Tenderers are advised to read attentively the technical specifications, before proceeding further.

In the technical proposal, the style and presentation must, as far as possible, be simple and clear, and free of jargon that obscures rather than promotes meaning to readers unfamiliar with it.

To grant equal treatment of all tenders, it is not possible to modify tenders after their submission. As a consequence, incompleteness in this section can only result in negative impact for the evaluation of award criteria. Please note also, that proposals deviating from the technical specifications may be rejected for non-conformity.

The Technical Specifications and the tenderer's bid shall be integral parts of the contract and will constitute annexes to the contract, while in the case of contradictions the Technical Specifications prevail.

VARIANTS

Variants are not allowed.

Variant means a solution technically or economically equivalent to a model solution known to the contracting authority. Variants may relate to the whole contract or to certain parts or aspects of it.

2.4.5 SECTION FIVE: FINANCIAL PROPOSAL

All tenders must contain a financial proposal section which shall consist of:

The Financial Proposal Form (template presented in "Standard Submission Forms").

The maximum available budget is estimated at **240.000 EUR**, excluding VAT.

Tenders presenting a total price superior to this maximum amount will be excluded.

Tenderers must provide fixed price including all fees and project related costs (project management, quality control, back-up resources, etc) directly or indirectly connected with the provision of the service.

The tenderer must specify the category of staff to be involved in the project and:

- the total number of days (person-days) each member of staff will contribute to the project;



- professional fees should be expressed as the number of person-days multiplied by the unit price per working day for each expert proposed. The unit price should cover expert's fees and administrative expenditures;
- other costs might include: travel costs, translation expenses, any expenses for meetings' facilities or other direct costs (to be specified in detail) relative to the deliverables.

The tenderer's attention is drawn to the following points:

- Prices must be quoted in EUR.
- Prices should be quoted free of all duties, taxes and other charges e.g. free of VAT, as the European Institutions are exempt from such charges in the EU under Articles 3 and 4 of the protocol on the Privileges and Immunities of the European Union of 8 April 1965 (Oj L 152 of 13 July 1967). Exemption is granted to the agencies by the governments of the Member states, either through refunds upon presentation of documentary evidence or by direct exemption. For EIGE the Lithuanian national legislation provides an exemption by means of a reimbursement. The amount of VAT is to be shown separately.
- In case of doubt about the applicable VAT system, it is the tenderer's responsibility to contact the national authorities to clarify the way in which the European Union is exempted from VAT.



3 THE ASSESSMENT PROCEDURE

3.1 EVALUATION OF THE TENDERERS

Stage 1 - Application of exclusion criteria

The aim is to check whether tenderers are eligible to take part in the tendering procedure.

The eligibility of the tenderer will be evaluated on the basis of the documents submitted as indicated in Section 2.4.2.

In case of joint tenders or/and subcontracting, the exclusion criteria will be assessed in relation to each consortium member and subcontractor individually.

If a member of a consortium is subject to exclusion, the rest of the consortium shall be excluded.

If the subcontractor is subject to exclusion, the tenderer shall be excluded.

Stage 2 - Application of selection criteria

The aim is to check the technical and professional capacity and economic and financial capacity of each tenderer who has passed the exclusion stage.

The eligibility of the tenderer will be evaluated on the basis of the documents submitted as indicated in Section 2.4.3. All tenderers will undergo strict evaluation of conformity to selection criteria laid down in the Tender Specifications. The tenderers not satisfying the selection criteria will not be selected and their tenders will not be further evaluated against award criteria.

In case of joint tenders or/and subcontracting:

1. For minimum viability standards on financial and economic standing an individual evaluation shall take place.
2. For the overall turnover or turnover a consolidated assessment shall be made.
3. The selection criteria for technical and professional capacity will be assessed in relation to the combined capacities of all members of the consortium and subcontractors, as a whole.

3.2 EVALUATION OF THE TENDERS

Stage 3 - Application of award criteria

The aim is to assess, on the basis of the award criteria, the technical and financial tenders and establish a ranking list. The list will include all the tenders passing the exclusion and selection stages and will be in order of merit.

A. Technical evaluation

The quality of technical proposals will be evaluated according to the following technical award criteria:



A.1 Project Management (40 %)

Points 1, 2 and 3 below explain how the 40 % for the project management is allocated.

A.1.1 Understanding of the objectives of the contract

For this criterion, the evaluation committee will assess to what extent the tenderer is able to explain clearly the main aim of the study and thus proving a clear understanding of the assignment and the context in which it will have to be carried out.

A.1.2 Organisation of the project team

The tenderer should present a proposal outlining the organisation and composition of the project team, specifying each member's respective role and task assigned: how the tenderer intends to organise the project team, which must include one project manager and at least five researchers with extensive research experience in gender equality and gender-based violence issues. Communication between team members and EIGE should be reflected.

The tenderer's technical proposal should indicate clearly the distribution of the responsibilities, internal communication within the team and interaction with EIGE and the amount of time dedicated by each team member to the EIGE study.

A.1.3 Work Plan

The tenderer should present a detailed Work Plan in the technical proposal, indicating key stages of the project, their duration and expected milestones. The Work Plan should be based on these technical specifications and should indicate how the project activities will be implemented.

The technical proposal must also show what measures will be in place to assure the quality of the collected policy documents, statistics and initiatives.

For this criterion, the evaluation committee will assess whether the tender is clear and understandable; the general management approach, including work organisation and the work plan proposed; whether the tenderer is following the set timeframe and preventing delays; the plan for risk management; and the approach and method of coordination proposed to ensure contact with the experts involved and the setting up and monitoring of the quality of work.

A short but precise tender with tables and examples will be positively assessed.

A.2 Project Methodology and Tools (60 %)

The tenderer must justify their choice of a specific methodology or envisaged methodologies and must describe in detail their proposed approach(es). The choice must be grounded in established social science research methodologies. The tenderer should demonstrate experience of having used the chosen methodology or methodologies in performing gender analysis.

Efficiency, quality and usefulness of the methodology and tools in regard to the proposed deliverables will be assessed. Appropriateness of application of methods for processing and interpretation of collected data will be considered.

Points 1, 2 and 3 below explain how the 60 % for the methodology is allocated.

A.2.1 Methodology for the data collection and reviewing indicators



Tenderers must describe in detail their proposed methodologies for collecting the information and data in the chosen areas, and for reviewing indicators and sub-indicators in these areas. The collection and analysis of data should reflect the *range, number, extent* and the *actual use* of the support options for the women, subject to domestic violence in the 27 EU Member States and Croatia. The contractor should propose the methodological framework on how the data will be collected and analysed. The analysis should consider both qualitative and quantitative aspects of victims support.

A.2.2 Methodology for analysis of the coordination of the public support system

The tenderers must describe the methodological framework to be used in collecting the relevant information and performing gender analysis of the coordination of the public support system for women victims of domestic violence in 27 EU Member States and Croatia. It should reflect how the relevant practices will be identified, collected and analysed, what criteria will be used in order to collect this information and how weaknesses and good practices of coordination of the public support system will be analysed.

A.2.3 Outline of the report

Tenderers should present an outline of the reports describing how the analysis of information collected will be presented. The proposal should describe how the reports will achieve a balanced overview of results across the Member States and Croatia with reference to similarities and differences among them. In the outline of the reports, an overview of the main results should be presented in a visual, accessible way using descriptive statistics.

N°	Award Criteria	Weighting (max. points)
1.	<u>Project management:</u> <ul style="list-style-type: none"> - Understanding of the objectives of the contract - Organisation of the project team - Work Plan <i>Minimum points to be reached for this criterion</i>	<u>40</u> 15 10 15 20
2.	<u>Project methodologies and tools:</u> <ul style="list-style-type: none"> - Methodology for data collection and reviewing indicators - Methodology for analysis of the coordination of the public support system - Outline of the reports <i>Minimum points to be reached for this criterion</i>	<u>60</u> 30 20 10 30
Total number of technical points:		100

Only bids that have reached a total score of a minimum of 80% and a minimum score of 70 % for each criterion will be taken into consideration for awarding the contract.

Tenders should elaborate on all points addressed by these specifications in order to score as many points as possible. The mere repetition of mandatory requirements set out in these specifications, without going into details or without providing any added value, will only result in a low score. In addition, if certain essential points of these specifications are



not expressly covered by the tender, EIGE may decide to give a zero mark for the relevant qualitative award criteria.

B. Financial evaluation

The evaluation of financial proposals is based on the total price.

3.3 AWARD OF THE CONTRACT

3.3.1 AWARD PRINCIPLE

The contract will be awarded to the most economically advantageous offer on the basis of the quality and the price ratio, in accordance with the following formula:

Final score for Tender = Technical score x 100.000 / Price

The tenderer having the highest score will be awarded the contract under condition of respect of requirements on absence of conflict of interest and other requirements linked to criteria on exclusion from award.

EIGE will inform tenderers of the decisions reached concerning the award of the contract, including the grounds for any decision not to award a contract or to recommence the procedure.

3.3.2 INFORMATION TO TENDERERS

Upon respective written requests made by the tenderers, EIGE will inform all rejected tenderers of the reasons for their rejection and all tenderers submitting an admissible tender of the characteristics and relative advantages of the tenders selected for the contract award and the name of the successful tenderers.

However, certain information may be withheld where its release would impede law enforcement or otherwise be contrary to the public interest, or would prejudice the legitimate commercial interests of economic operators, public or private, or might prejudice fair competition between them.

3.3.3 STANDSTILL PERIOD

EIGE shall sign the contract with the successful tenderer only after a standstill period of 14 calendar days has elapsed, running from the day after the simultaneous dispatch of the award decisions and letters to unsuccessful tenderers.

3.3.4 EVIDENCE BY CONTRACTOR

The tenderer to whom the contract is to be awarded shall provide, within 15 days following the receipt of the letter informing him of the proposed award of the contract and preceding the signature of the contract, the **evidence** on exclusion criteria, defined in section 2.4.2 B. If this evidence is not provided or proved to be unsatisfactory, the Institute reserves the right to cancel the award procedure or to change the award decision to the benefit of the next best ranked tenderers on condition that she or he provides the evidence on exclusion.

3.3.5 NO OBLIGATION TO AWARD THE CONTRACT

The tendering procedure shall not involve the Contracting Authority in any obligation to award the contract. EIGE may, before the contract is signed, either abandon the procurement procedure or cancel the award procedure without the tenderers being entitled to claim any compensation.



In the event of cancellation of the tender procedure, tenderers will be notified. In no event shall the Institute be liable for any damages in any way connected with the cancellation.



4 THE CONTRACT

4.1 NATURE OF THE CONTRACT

Service contract.

4.2 STARTING DATE OF THE CONTRACT AND DURATION OF THE TASKS

The contract shall commence on the day following signature by EIGE as the last contracting party. The Contract is expected to be signed in December **2011**.

The execution of the tasks may not start before the contract has been signed. The period of execution of the tasks may be extended before the end of the period originally stated in the contract, but only with the written agreement of the contracting parties.

4.3 PLACE OF PERFORMANCE

The tasks will be performed on the Contractor's premises or places indicated in the tender. Meetings between the Contractor and EIGE will be held as specified in Technical specifications.

4.4 VOLUME OF THE CONTRACT

The maximum amount available for the contract is **240.000,00 EUR**, excluding VAT. Any bid exceeding this amount will not be considered.

4.5 TERMS OF PAYMENT

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

Payments shall be executed only if the Contractor has fulfilled all the contractual obligations by the date on which the invoice is submitted. Payment requests may not be made if the first payment has not been executed as a result of default or negligence on the part of the Contractor.

The request for payment and an invoice should refer to the **reference number** of the Service contract.

Payment shall be deemed to have been effected on the day on which EIGE's account is debited.

4.6 GUARANTEES

No guarantees are required by the contract.

4.7 DATA PROTECTION

See Section I.8 in the Draft Service Contract and the Invitation to Tender.

