



EUROPEAN INSTITUTE FOR GENDER EQUALITY

## **OPEN PROCEDURE**

**EIGE/2011/OPER/02**

Study on the Area K of the Beijing Platform for Action: Women and the Environment in the European Union

## **TERMS OF REFERENCE**

The purpose of these Terms of Reference is to give instructions and guidance to candidates about the nature of the offer they will need to submit and to serve as the Contractor's mandate during project implementation. The Terms of Reference ensure that the project will be properly conceived by the Contractor, that the work is carried out on schedule and that resources will not be wasted.

The Terms of Reference will become part of the contract that may be awarded as a result of this tender.

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## 1. TECHNICAL SPECIFICATIONS

### 1.1. BACKGROUND

Equality between women and men is one of the common values on which the European Union is founded. It is a fundamental right, enshrined in Article 2 of the European Union Treaty and in the European Union's Charter of Fundamental Rights.

The European Institute for Gender Equality (hereafter referred to as "EIGE")<sup>1</sup> is a regulatory Agency of the European Union which has been given specific objectives related to the contribution and the strengthening of the promotion of gender equality. To achieve this goal, the Institute will collect, analyse and disseminate relevant objective, comparable and reliable information in regards to gender equality at European Union level. When collecting data, the Institute should develop methods of improving objectivity, comparability and reliability at European Union level by establishing criteria that will improve the consistency of information and take into account gender issues.

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

Gender equality policies have to take into consideration the specific needs of both men and women; therefore, it is important to pay attention to gender impact when designing policies at both EU and national levels. With the adoption and signing of the BPfA in 1995, the national governments took up the responsibility of finding ways to report and monitor the developments that take place in the 12 areas, as considered by the BPfA, to be of critical concern.

Since 1999, successive Presidencies have developed sets of quantitative and qualitative indicators in 9 of the 12 critical areas of concern identified in the BPfA. However, data is not equally available, comparable and measurable for all indicators, and even when available, data is not necessarily disseminated and analysed.

On 17 December 2008, the Council invited the Commission and the Member States to carry out a general review of the critical areas of concern identified in the BPfA. The report identified the obstacles preventing the full realisation of gender equality and also identified major challenges for the future. On the basis of this report, the Swedish Presidency prepared its conclusions in the "Review of the implementation by the Member States and the EU institutions of the Beijing Platform for Action – "Beijing + 15": A Review of Progress,"<sup>2</sup> which was adopted by the Council in its meeting of 30 November 2009.

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<sup>1</sup> 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)

<sup>2</sup> Doc. 15992/09. Review of the implementation by the Member States and the EU institutions of the Beijing Platform for Action – "Beijing + 15": A Review of Progress. Conclusions of the Council of the European Union and the Representatives of the Governments of the Member States, meeting within the Council on the 30<sup>th</sup> of November 2009, available at: <http://register.consilium.europa.eu/pdf/en/09/st15/st15992.en09.pdf>.

**Women and the Environment** was recognized as a critical area (Area K) within the BPfA and sets three main strategic objectives: to involve women actively in environmental decision-making at all levels, to integrate gender concerns and perspectives into policies and programmes for sustainable development and to strengthen or establish mechanisms at national, regional and international levels to assess the impact of development and environmental policies on women. No indicators have been developed at EU level in this area so far. Having taken note of the review “Beijing +15”, the Council provided recommendations to both the Commission and the Member States to continue with the development of indicators in the areas which still lack them. Particular attention has been given to the area of Women and the Environment.

This study is focused on gender equality and climate change. This climate issue is one of the least discussed environmental issues in the contemporary global debate. The basic assumptions on gender and climate change are that women and men affect the environment differently and are affected differently by climate change, and that there is a considerable gender gap in decision-making related to climate change. The impact of men and women on climate change has not been assessed to its full extent. The engagement of women in the application of environmental sciences and technologies and decision-making in the policy areas related to climate change is not backed by data and qualitative information.

In 2009 the Nordic Council of Ministers issued a report on Gender and Climate Change<sup>3</sup> which draws attention to the shortage of women in climate change debates as well as in leadership, political and entrepreneurial decision making regarding adaptation and mitigation policies on climate change. It is also noted that the proportion of female ministers who attend climate negotiations has been fluctuating between 15 and 20 %.

The report on gender and education issued by the European Commission in 2009, reveals that gender continues to be a factor in certain fields of academic study, with men dominating science, construction and engineering, and women dominating the arts, humanities and care-related disciplines<sup>4</sup>. Despite women’s relatively high rates of academic attainment in science and engineering, a significant gender gap develops for women across the academic career span with women’s occupying only a small percentage of top level academic posts in science and engineering. Gender segregated education accounts for a large share of gender segregated labour market in which climate-related sectors and posts are predominantly masculine.

The Council of the European Union also stresses the need to readdress the imbalance between women and men in scientific and technological fields. It will require considerable effort as in the EU countries there are currently 2-4 times more men than women in the scientific and technological disciplines<sup>5</sup>.

<sup>3</sup> Nordic Council Report (2009) Gender and Climate Change, Nordic  
<http://www.norden.org/sv/publikationer/publikationer/2009-765>

<sup>4</sup> "Gender and Education (and Employment). Gendered imperatives and their implications for women and men. Lessons from Research for Policy Makers", available at  
<http://www.nesse.fr/nesse/activities/reports/activities/reports/gender-report-pdf>

<sup>5</sup> “Education & Training 2010” Joint interim report of the Council and the Commission on the implementation of the detailed work programme on the follow-up of the objectives of education and training systems in Europe.  
[http://ec.europa.eu/education/lifelong-learning-policy/doc/nationalreport08/joint04\\_en.pdf](http://ec.europa.eu/education/lifelong-learning-policy/doc/nationalreport08/joint04_en.pdf)

The study commissioned through this Call for 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 EU Council and reviewing areas of the BPfA. The overall activity aims are:

- Ensuring follow-up to the areas covered by existing indicators;
- Providing advice on updating and improving existing indicators;
- Reviewing and analysing the areas of concern in the BPfA and providing support to the Presidency of the EU Council in developing indicators and benchmarking information;
- Promotion, visibility and dissemination of the BPfA indicators.

## *1.2. DESCRIPTION OF TASKS*

### **1.2.1. Scope of work**

The review “Beijing +15” urges the need to mainstream gender into all policy fields. This study will focus on gender equality and climate change, with a special emphasis on the gender balance in decision making and education in all areas related to climate change at EU level and in all Member States.

The study, to be prepared under this contract, is to contribute to the implementation of the Institute’s Annual and Mid-term Work Programme (2010-2012) and in particular to provide support to the upcoming Presidency countries working within the framework of the Beijing indicators.

### **1.2.2. Specific activities**

The aim of the study is to produce a report on the current stage of implementation in the Member States of the objectives formulated in **Area K: Women and Environment**, with a focus on Gender Equality and Climate Change, and introducing possible indicators in this area.

The specific activities of the tender are:

1. To review literature and documentation and to provide an background explanation to gender and climate change, with special emphasis on women’s involvement in decision making related to climate change and segmentation of education by gender;
2. To collect and analyse existing data regarding:
  - a) gender and decision making processes related to climate change with a focus on women’s involvement in international climate change negotiations and decision making in the sectors of transport and energy in the Member States and at EU level;
  - b) segmentation of education by gender in the areas of natural sciences and technologies in the Member States and at EU level;
3. To propose indicators for Area K of the BPfA on the basis of the available data collected for the study;

4. To prepare a report based on the collected data, including descriptions of the proposed new indicators;
5. To prepare a summary report of the main findings suitable for disseminating to a non-specialised audience;
6. To collect all the Member States policy initiatives related to climate change in the sectors of transport and energy, analyze them from the perspective of gender equality and present them in the form of a separate analysis paper.

*(1) Developing a background explanation of gender and climate change with special emphasis on decision making processes and education*

The contractor of this specific objective should provide the literature and documentation review on background information about climate change from a gender perspective, map out problem areas and inform the debate about gender and climate change. The emphasis should be given to women's involvement, at both EU level and in the Member States, in decision making related to climate change and segmentation of education by gender in natural sciences and technologies in post-secondary and tertiary education (ISCED 4-6).

*(2) Collecting and analysing existing data in the selected areas*

The aim of this part of the study is to assess the availability of information, data and statistics related to the indicated dimensions of gender and climate change. Data availability has to be assessed and the situation in the Member States described accordingly. The collected information will lay the basis for further work towards the development of relevant indicators.

*(3) Proposing indicators for Area K of the BPfA on the basis of the available data from the study*

The indicators should respect the strategic objectives of BPfA, which stress the importance of an increased participation of women in sectors of decision-making and education related to climate change. The indicators should be feasible and relevant and based on the collected data from the study. Up to three indicators with sub-indicators, if necessary, should be considered in the areas of decision making and education in relation to climate change.

*(4) Preparing the report*

The report should include an explanatory background on gender and climate change, description of the methodology used to collect data, analysis of data collected, proposed indicators and their methodology and conclusions (Objectives 1, 2 and 3).

*(5) Preparing a Summary report*

The Summary report should be written in an understandable language suitable for non-experts in the area. It will be used as the main distribution instrument of the study; therefore it has to summarize the main findings of the study. The Summary report will be published on the EIGE website, distributed to EIGE's stakeholders and the broader public and will also be used by the Danish Presidency.

*(6) Collecting the Member States policy initiatives related to climate change in the sectors of transport and energy and analysing them from the perspective of gender equality*

The aim of this part of the study is to identify the policy initiatives of the Member States in the selected sectors of transport and energy. On the basis of the findings, the contractor should provide an analysis of these initiatives from a gender perspective and in terms of their contribution to enhancing gender sensitivity of climate change policies. The policy analysis should be concluded by making recommendations for further research and development of indicators in the area of gender and climate change. The analysis should be provided in a separate paper, good practices identified during the analysis process should be presented in a separate section of the paper.

**1.2.3. Methodology to be used**

The methodological framework should be developed by taking into account the time limits and provide opportunities to collect data and make analysis within a defined scope and time.

The methodology should cover three main parts:

*1) A literature and documentation review*

The study should provide a state of the art review and describe the scene, explaining how gender equality is essential in connection to climate change. Respecting that gender equality and climate change is a broad subject; the issue should concentrate on gender and the decision making process and segmentation of education by gender.

*2) Collection of data and analysis*

The analysis should cover the collected data in the selected areas. The contractor should propose three relevant and feasible indicators and sub-indicators, if necessary, in Area K of the BPfA.

*3) Gender analysis of policy initiatives*

This part should include the methodological framework and gender analysis of policy initiatives in sectors of transport and energy of all the EU Member States.

The proposed methodology should be described in detail in the bid.

**1.2.4. Deliverables**

The Contractor will be expected to work closely with EIGE through regular exchanges of information. The deliverables to be provided are:

1. An Inception report, summarizing the discussion of the inception meeting (W2);
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 (W11);
3. A Report covering all the items described in specific activities 1, 2 and 3, together with necessary statistical annexes (W18);
4. A Summary report understandable non specialised reader (W18);

5. An Analysis paper containing gender analysis of the policy initiatives of the Member States in relation to climate change in the sectors of transport and energy (W27).

All the deliverables listed above must be submitted in English.

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

Final versions of all deliverables must be edited and proof-read by the Contractor. The documents must be presented in an appropriate layout and they should contain visual elements (e.g. tables and graphs).

The contractor must provide the Institute with the deliverables in strict compliance with the stated deadlines. It is also necessary that activities aimed at producing deliverables must run in parallel to ensure the smooth running of the project within the given timeframe.

EIGE may publish the results of the study. For this purpose, the Contractor must ensure that there are no restrictions based on confidentiality and/or intellectual property rights from a third party. All publication rights are with EIGE.

<b>Deliverable 1: Inception meeting and report</b>
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Within **two weeks** from the contract signature EIGE will organise an inception meeting in Vilnius with the Contractor to discuss the Technical Specifications and the contractor's offer.

In this meeting, the contractor will describe in detail how the method proposed is going to be implemented in the light of an examination of information and data, and in particular how the different specific tasks will be implemented. The contractor will also present the results of its initial analysis, including:

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

Based on the agreement reached during this meeting, the contractor will draw up an inception report, which is to be submitted to EIGE for approval. The report will detail the planning of the project and include a timeline for all the activities undertaken and the practicalities related to this field of work or any other work involved.

Size: about 10 pages

Language: English

Deadline: The contractor will prepare an Inception report summarizing the elements above and submit it to EIGE no later than 5 days after the inception meeting. EIGE will have 5 working days from receipt to approve or comment on the report. Within 5 days of receiving EIGE's comments, the Contractor will submit additional information and the Inception report in its definitive form.

<b>Deliverable 2: Interim report and a mid-term meeting</b>
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The **Interim report**, showing the progress of work undertaken, will 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 will include the following:

- A definition of the key terms and concepts;
- A first draft of the literature and documentation review;
- A description of the methodology used;
- Data analysis and proposed indicators;
- An updated work-plan ensuring the submission of the Report, Summary report and Analysis paper within the contractual deadline;
- A provisional structure for the Report, based on the Contractors improved understanding of the study developed during the preliminary phase.

The Interim report, with corresponding Annexes, should be provided in 2 hard copies and in an electronic copy.

Size: about 30 pages

Language: English

Deadline: **11 weeks** after the date of signature of the contract the Contractor will provide the Interim report to EIGE and participate in the mid-term meeting in Vilnius. EIGE will have 10 working days from receipt of the report to approve or comment. Within 10 days of receiving EIGE's comments, the Contractor will submit additional information and the Interim report in its definitive form.

<b>Deliverable 3: Report</b>
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The Report should integrate the definition of key terms and concepts, the literature and documentation review on gender and climate change, the description of the methodology used to collect data, the analysis of data collected, the proposed indicators and the conclusions. The Report should cover the specific objectives 1, 2 and 3 listed under 1.2.2, together with necessary statistical annexes. The proposed indicators will be used for the follow-up to BPfA in Area K: Women and the Environment. The arguments provided should be clear and explicit.

The Report, with corresponding Annexes, should be provided in 4 hard copies and in an electronic copy.

Size: about 50 pages and relevant annexes

Language: English

Deadline: **18 weeks** after the date of signature of the contract the Contractor should provide the Report to EIGE. EIGE will have 10 working days from receipt of the report to approve or comment. Within 10 days of receiving EIGE's comments, the Contractor will submit additional information and the Report in its definitive form.

<b>Deliverable 4: Summary report and meeting</b>
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A Summary report will concisely detail the main findings and will be developed for wider distribution. The overview provided should be clear and explicit and it should be illustrated with relevant graphics. The Summary report should be supplied in publishable form.

Size: about 15 pages

Language: English

Deadline: **18 weeks** after the date of signature of the contract the Contractor should provide the Summary report to EIGE. EIGE will have 10 working days from receipt of the report to approve or comment. Within 10 days of receiving EIGE's comments, the Contractor will submit additional information and the Summary report in its definitive form.

<b>Deliverable 5: Analysis paper</b>
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The Analysis paper will present the collected policy initiatives of all the EU Member States in the sectors of transport and energy in relation to climate change, present the methodology developed for performing the gender equality analysis, present the results of the analysis and provide the conclusions of the analysis as possible recommendations for further research and development of indicators in the area of gender and climate change. If good practices are identified during the analysis process they should be presented in a separate section of the paper or in the form of an annex.

The analysis paper, with corresponding annexes, should be provided in 4 hard copies and in an electronic copy.

Size: about 20 pages

Language: English

Deadline: **27 weeks** after the date of signature of the contract the Contractor should provide the Summary report to EIGE. EIGE shall have 10 working days from receipt of the report to approve or comment. Within 10 days of receiving EIGE's comments, the Contractor will submit additional information and the Analysis report in definitive form.

**1.2.5. Provisional timeline**

The overall provisional timeline is the following:

<b>Deliverable 1:</b> Inception meeting and report	W 2
<b>Deliverable 2:</b> Interim report and a mid-term meeting	W 11
<b>Deliverable 3:</b> Report	W 18
<b>Deliverable 4:</b> Summary report and meeting	W 18
<b>Deliverable 5:</b> Analysis paper	W 27

A detailed timeline should be provided in the offer.

**1.2.6. 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.

**1.2.7. Communication**

Communication between the tenderer and the Institute will be possible by phone during the Institute's working days and hours and through e-mail. Any written communication sent by the Institute should be answered within two working days of receipt.

During the course of the contract period, in addition to the inception meeting to be held in 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 to exchange information and project development in regard to quality control and will supplement other communicated information. All meetings will take place in Vilnius at EIGE's premises.

In addition to these meetings, EIGE may, at its own cost, send representatives to the contractor's headquarters for any additional ad hoc meetings should they be required.

**1.2.8. Monitoring of project implementation**

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

implementation of the contract.

Every two weeks progress reports will be delivered as brief e-mails to the Institute's project manager. They should document the projects progress. This should, whenever necessary, be supported by additional e-mail and telephone contact. The progress reports are intended to act as an 'early warning system' for any difficulties encountered, in an effort to pre-empt and counter any challenges.

The successful tenderer should be aware that the European Court of Auditors and the European Anti-Fraud Office (OLAF) has the right to seek 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 being carried out to assess the quality of the work.

## 2. THE TENDER

### 2.1. TENDERING CONDITIONS (see also Invitation to Tender, Contract Notice, Draft Service Contract)

- Participation in the tendering procedure is open, on equal terms, to any natural or legal entity coming within the scope of the Treaties. It is also open to any other natural or legal entity in a third country that has a special agreement with the European Union in the field of public procurement under the conditions laid down in that agreement.  
Where the pluri-lateral Agreement on Government Procurement included within the WTO applies, the contract, under the conditions of that agreement, are also open to nationals of the countries that have ratified the Agreement.. In that connection, it should be noted that the services under Annex IIB to Directive 2004/18/EC and the R&D services listed in category 8 of Annex IIA to that Directive are not affected by the Agreement.
- 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.
- 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 EIGE be liable for any damages in any way connected with the cancellation.
- 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 the Institute has accepted the tender, it shall become the property of the Institute and shall treat it confidentially.  
The Institute 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 (contracting authority) decides not to award the contract.
- The Protocol on the Privileges and Immunities shall apply to this invitation to tender.

## 2.2. SUBMISSION OF THE TENDER (see also Invitation to Tender)

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.

Due to urgency tenderers are required to submit tenders by express courier or delivered by hand.

The deadline for submission is **08/04/2011** to the following address:

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

Late delivery will lead to the exclusion of the tender from the award procedure for this contract. Offers sent by e-mail or by fax will be non admissible. Envelopes found open at the opening session will also lead to non admissibility of the respective tender(s). Consequently, tenderers must ensure that their bids are securely packed to prevent any accidental opening during mailing.

## 2.3. CONTENT OF THE TENDER

All tenders must contain all the information and all the supporting documents required by these specifications. In the absence of the required information or documents, the Institute may disqualify the bid. The Institute reserves the right, however, to request, within a stipulated time-limit, additional evidence for evaluation or verification in relation to the bid submitted.

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

Tenders must be submitted in triplicate (original and two copies) preferably in English which is the working language of EIGE.

Tenders must be signed by the tenderer's legal representative.

All tenders must include three sections i.e. an administrative, a technical and a financial proposal. Standard submission forms are annexed to these specifications.

### 2.3.1. ADMINISTRATIVE SECTION

#### **Eligibility documentation**

The tenderer must provide the following identification documentation:

- Legal entity Form

The legal entity form is to be 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](http://ec.europa.eu/budget/execution/legal_entities_en.htm)

The form above 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).

- Financial identification Form

The **bank identification form** must be filled in and signed by an authorised representative of the tenderer and his/her bank. A standard form is available at:

[http://ec.europa.eu/budget/execution/ftiers\\_en.htm](http://ec.europa.eu/budget/execution/ftiers_en.htm)

### Subcontracting

If the tenderer envisages subcontracting, the tender must include, 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 tender 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 their methodology, which parts of the work will be subcontracted. The value of the subcontract cannot exceed 30 % of the contract, without that subcontractor(s) provide necessary documentation (the same as required from tenderer), for assessing the bid as a whole, with regard to the exclusion and selection (economic/financial and technical/professional capacities) criteria.

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

- the Agency 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 avoid liability towards the Agency on the grounds that the subcontractor is at fault.

After the signature of the contract, to replace a subcontractor with another and/or to subcontract tasks for which subcontracting was not envisaged in the original offer, the contractor will need EIGE's expressed authorisation.

### **Joint Offers**

Joint tenders from consortia of economic operators are permitted provided that conditions for adequate competition are observed.

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

In case of tenderers submitting a joint offer, the tenderers are asked to fill in and duly sign one of the attached **powers of attorney** Standard Submission Forms. The form to be filled in depends on the set up that has been chosen by the tenderers. They must also specify the role, qualifications and experience of each member of the group, and specify who has been appointed by the other tenderer(s) as the lead partner.

The lead partner shall be the contracting party with EIGE and shall be responsible for the overall performance of the contract and management of the other members of the consortium.

Notwithstanding the above, all members of the consortium (i.e., the leader and all partners) are jointly liable to EIGE.

In case of a joint offer, only the co-ordinator must return the financial identification form.

### **Exclusion criteria**

Tenderers or their representatives shall provide a **Declaration of honour**, duly signed and dated in which they:

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

Where the bid constitutes a joint offer, each entity must provide the form.

By returning the above-mentioned form, duly signed, tenderers confirm that they have been notified of the following points:

- Administrative or financial penalties may be imposed by the agency 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 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 the implementation of the Financial Regulation.

### Selection criteria

The tenderers will be selected if they can prove that they have sufficient economic and financial capacity, on the one hand, and sufficient technical and professional capacity, on the other hand in accordance with the criteria set below:

#### 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.

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

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

1. It should be certified by means of a signature of the chief accounting officer of the tendering organisation.
2. 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.
3. In the case of a consortium submitting an offer, or in case of subcontracting, the same financial statement should be included in the offer for all consortium partners and/or subcontractors.
4. In the case of a physical person the financial statement should be included in the offer for where only two lines on Turnover need to be filled in and the financial statement can be signed by the physical person only.

The tenderer which according to the law of the country in which it is established is not required to publish the balance sheet shall provide the extract from the budgets.

#### B. Technical and professional capacity

The technical and professional capacity of the tenderers to provide the services required will be assessed in regard to their know-how, efficiency, effectiveness, experience and reliability, and in line with the requirements.

The project team:

- Should include one experienced project manager.

- Should include at least four researchers with at least five years of experience in gender equality research, preferably with an expertise in gender and climate change.
- Should show profound experience in research of gender equality and environment/climate change.
- The team working on the project must possess strong analytical and drafting capacities and have a very good knowledge of English language.

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 s/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.

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

- knowledge and understanding of the European and national contexts in regards to gender equality;
- experience in comparative research related to gender equality and/or environment either at EU level or Member States level;
- experience in working with statistical databases and data;
- experience in the synthesis and analysis of large amounts of information;
- experience in drafting analytical reports in a European context.

Evidence of the technical and professional capacity of the legal entity submitting the offer shall be furnished by the following documents:

- a) Research experience in other similar projects related to gender equality and covering level: 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.
- 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 will 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.

- c) If a tenderer intends to subcontract any part of the services, an indication of the proportion of the contract which the service provider may intend to subcontract has to be shown (Subcontracting Form in Standard Submission Form).

The project manager is in charge of coordination and administrative tasks, as well as contacting and agreeing with the Institute on all aspects relating to the execution of the contract. The researchers are responsible for the implementation of the study and the contents of all the deliverables and making sure they are in line with the gender equality objectives set by this contract.

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

### 2.3.2. TECHNICAL PROPOSAL

The technical offer must be written in a clear way with well elaborated structure. The style and presentation must, as far as possible, be simple and clear.

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 define those parts of the technical proposal to which the tenderers should pay particular attention. The technical proposal should address all matters laid down in the technical specifications and should include models, examples and technical solutions to the objectives raised in the specifications. The level of detail shown by the tender will be extremely important to the evaluation. Tenderers must present in their bids a proposal of the methodology and the organisation of the work to be carried out in the framework of the study.

The technical proposal must provide all information needed for the purpose of awarding the contract. Please note that, to grant equal treatment of all tenders, it is not possible to modify offers after their submission in relation to the technical and financial proposals. 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 will be integral parts of the contract and will constitute annexes to the contract.

### 2.3.3. FINANCIAL PROPOSAL

All tenders must contain a financial section by completing the Financial Proposal Form in Standard Submission Forms.

The maximum volume of the contract is estimated at 180.000 EUR, excluding VAT. Tenders presenting a total price superior to the maximum amount of 180.000 EUR 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;
- Direct 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 expressed in Euros, including the countries which are not in the Euro-area. As far as the tenderers of those countries are concerned, the amount of the bid cannot be altered in response to any fluctuations of the exchange rate. The tenderers choose the exchange rate and assume all risks or opportunities relating to the rate fluctuation.
- Prices should be quoted free of all duties, taxes and other charges, i.e. also free of VAT, as the Communities are exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities of 8 April 1965 (OJ L 152 of 13 July 1967). Exemption is granted to Agencies by the government of 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, thus the amount of VAT is to be shown separately.
- Prices shall be fixed and not subject to revision during the performance of the contract.
- Costs incurred in preparing and submitting tenders are borne by the tenderers and cannot be reimbursed.

Bids involving more than one service provider must specify the amounts for each provider.

### 3. THE ASSESSMENT PROCEDURE

#### 3.1. CONTACTS BETWEEN THE TENDERER AND EIGE

In principle, no contact is permitted between EIGE and the tenderers during the contract award procedure save in exceptional circumstances on both initiatives and under the conditions specified in Invitation to tender.

Any request for additional information must be sent in writing to the following e-mail address: **procurement@eige.europa.eu** (having indicated the reference number of this call for tender: EIGE/2011/OPER/02)

Any additional or requested information including that referred to above will be published on the website at: <http://www.eige.europa.eu/>

Please note that in the event of such contact the terms of the bid will not be modified. If the Agency deems it appropriate to provide additional information it will be published on the website mentioned above.

#### 3.2. OPENING THE TENDERS

Tenders will be opened on **15/04/2011** at the following location:

European Institute for Gender Equality Švitrigailos g. 11M, LT-03228 Vilnius, Lithuania
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An authorised representative of each tenderer may attend the opening of the bids. Companies wishing to attend are requested to notify their intention by sending an e-mail at least 2 working days in advance to the following e-mail address: **procurement@eige.europa.eu**. This notification must be signed by an authorised officer of the tenderer and specify the name of the person who will attend the opening of the bids on the tenderer's behalf.

#### 3.3. EVALUATION OF THE TENDERERS

##### **Stage 1** - application of exclusion criteria

The aim is to check whether tenderers are able to take part in the tendering procedure and, where applicable, can be awarded the contract.

The eligibility of the tenderer will be evaluated on the basis of the documents submitted as indicated in Section 2.3.1 Exclusion criteria.

If a member of a consortium is subject to exclusion, the rest of the consortium will be excluded. If a subcontractor is subject to exclusion, the tender 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 2.3.1 Selection criteria. All tenderers will undergo strict evaluation of conformity to selection criteria. The tenderers that will not satisfy the selection criteria laid down in the Terms of Reference will not be selected for further evaluation and application of award criteria.

### *3.4 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 offers 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. Tenders will be technically evaluated on the basis of the following 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 (15%)

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 (10 %)

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 four researchers with extensive research experience in environment/climate change and/or gender equality issues.

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 (15%)

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 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 developing indicators (25%)

Tenderers must describe in detail their proposed methodologies for collecting the information and data existing in the chosen areas (decision-making and education), and for developing up to three indicators and sub-indicators, if necessary, in these areas.

### A.2.2 Methodology for policy collection and gender equality analysis (25%)

The tenderers must describe the methodological framework to be used in collecting the relevant policy documents and in performing the gender equality analysis. It should reflect how the relevant policy initiatives will be identified, collected and analysed, what criteria will be used in order to collect these documents and how the gender equality analysis of the identified policy documents will be performed.

### A.2.3 Outline of the report (10%)

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 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>  - 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>  - Methodology for data collection and developing indicators; - Methodology for policy collection and gender equality analysis; - Outline of the reports  <i>Minimum points to be reached for this criterion</i>	<u>60</u>  25 25  10  30
<b>Total number of technical points:</b>		<b>100</b>

*Only bids that have reached a total score of a minimum of 80% and a minimum score of 60 % 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**

Tenderers are required to fill in the Financial Proposal Form to be found in Standard Submission Forms.

The maximum estimated budget for the services is 180.000 EUR, excluding VAT.

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

### 3.5. AWARD OF THE CONTRACT

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:

<b>Final score for tender = (Total number of technical points * 100.000) / Price</b>
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Award criteria is the highest score.

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

#### Information to tenderers

If a written request is received, 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 selected tender and the name of the successful tenderer.

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.

#### Standstill period

EIGE shall not sign the contract with the successful tenderer until 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.

#### Evidence by contractor

During the standstill period, EIGE will request the tenderer proposed for award to provide the **evidence** on exclusion criteria defined in Articles 93 and 94 of the Financial Regulation. If this evidence is not provided or proved to be unsatisfactory, the agency reserves the right to cancel the award procedure or to change the award decision to the benefit of the next best ranked tenderer on condition that s/he provides the evidence on exclusion.

The tenderer to whom the contract is to be awarded shall provide, within the 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 following evidence confirming the **Declaration of honour** referred to in section 2.3.1:

1. The Institute shall accept as satisfactory evidence that the tenderer to whom the contract is to be awarded is not in one of the situations described in point (a), (b) or (e) of Article 93(1) of the Financial Regulation, a recent extract from the judicial record or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied;
2. The Institute shall accept, as satisfactory evidence that the tenderer is not in the situation described in point (d) of Article 93(1) of the Financial Regulation, a

recent certificate issued by the competent authority of the State.

3. Where the document or certificate referred to in paragraph 1 and 2 is not issued in the country concerned and for the other cases of exclusion referred to in Article 93 of the Financial Regulation, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.
4. Depending on the national legislation of the country in which the tenderer is established, the documents referred to in paragraphs 1, 2, and 3 shall relate to legal persons and/or natural persons including, where necessary, company directors or any person with power of representation, decision-making or control in relation to the tenderer or tenderer. This would be the case when the national legislation concerned gives juridical responsibility of the acts committed by a legal entity (moral persons) to their legal representatives. The tenderer shall provide information on the ownership or on the management, control and power of representation of the legal entity whenever necessary for the proper understanding of the evidence submitted or whenever the agency requests it.
5. Where they have doubts as to whether tenderers are in one of the situations of exclusion, the Institute may itself apply to the competent authorities referred to in paragraph 3 to obtain any information they consider necessary about that situation.
6. The Institute may waive the obligation of a tenderer to submit the documentary evidence referred to in paragraphs 1 and 2 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 Agency in a previous procurement procedure and confirm that no changes in his situation have occurred. He shall indicate in its tender all the references necessary to allow the Agency services to check this evidence.

## **4. THE CONTRACT**

### *4.1. NATURE OF THE CONTRACT*

Service contract for the Study on the Area K of the Beijing Platform for Action: Women and the Environment in European Union.

### *4.2. STARTING DATE OF THE CONTRACT AND DURATION OF THE TASKS*

The contract shall commence on the day following signature by the last contracting party. The Contract is expected to be signed in **May 2011**. The duration of the contract shall not exceed **8 months**.

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 on EIGE premises in Vilnius.

### *4.4. VOLUME OF THE CONTRACT*

The maximum amount available for the contract is **180.000 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 Articles 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.

### *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.