

17. 06. 2016

Vilnius,  
EIGE/VL/In D/2016/303

**Subject: Maintenance and update of EIGE's gender statistics tools and resources  
- Invitation to tender EIGE/2016/OPER/01**

Dear Sir/Madam,

1. The European Institute for Gender Equality, the regulatory agency of the European Union, is planning to award a public contract referred to above. The tender documentation consists in this letter, the tender specifications with its annexes and the draft contract.
2. If you are interested in this contract, you are welcome to submit a tender if possible in English, the working language of EIGE, in both (i) one paper original and (ii) in a non-modifiable digital format (e.g. pdf), on an electronic carrier (e.g. CD-ROM, USB memory-stick ...). The tenders must be placed inside two closed envelopes addressed as indicated below. The inner envelope should be marked as follows: "

**CALL FOR TENDERS EIGE/2016/OPER/01 - NOT TO BE OPENED BY THE  
SECRETARIAT/ADMINISTRATION.**

The inner envelope must also contain two sealed envelopes, one containing the technical offer and all other sections requested in the tender specifications except the financial offer (all on the paper original and electronic copy), and the other containing the financial offer (on the paper original and electronic copy). Each of these envelopes must clearly indicate the content ("Technical" and "Financial").

3. You must submit the tender:
  - a) either by registered post or by courier no later than **05/08/2016, 16:00 Vilnius time**, to the address below. In this case, the evidence of the date of dispatch shall be constituted by the postmark or the date of the deposit slip,
  - b) or delivered by hand not later than **16:00 Vilnius time** on **05/08/2016** to the address indicated below. In this case, the tenderer must obtain a receipt as a proof of receipt, signed and dated by the agent in EIGE's Service who took delivery. The Secretariat is open from 09:30 to 16:00 Monday to Friday. It is closed on Saturdays, Sundays and EIGE holidays.

Address for submission:

**CALL FOR TENDERS No. EIGE/2016/OPER/01**  
**European Institute for Gender Equality**  
**Gedimino pr. 16**  
**01103 Vilnius, Lithuania**

Late submission will lead to the exclusion of the tender from the award procedure for this Contract. Offers sent by e-mail or fax will also be non admissible.

4. Tenders must be:
  - a. signed by a duly authorised representative of the tenderer. Financial Offer is signed separately;
  - b. perfectly legible so that there can be no doubt as to words and figures;
  - c. drawn up following the instructions of the tender specifications and using the Standard Submission Forms attached to the tender specifications.
5. Submission of a tender implies acceptance of all the terms and conditions set out in this invitation, in the tender specification and in the draft contract and, where appropriate, waiver of the tenderer's own general or specific terms and conditions. Submission of a tender is binding on the tenderer to whom the contract is awarded for the duration of the contract.
6. All costs incurred during the preparation and submission of tenders is to be borne by the tenderers and will not be reimbursed.
7. The period of validity of the tender, during which tenderers may not modify the terms of their tenders in any respect, is nine (9) months from the date stated for receipt of tender.
8. Contacts between the contracting authority and the tenderers are prohibited throughout the procedure save in exceptional circumstances and under the following conditions only:

Before the final date for submission of tenders:

- At the request of the tenderer, EIGE may provide additional information solely for the purpose of clarifying the nature of the contract.

Any request for additional information must be made in writing only to the following e-mail address: [procurement@eige.europa.eu](mailto:procurement@eige.europa.eu)

EIGE is not bound to reply to requests for additional information received less than 5 working days before the final date for submission of tenders.

- EIGE may, on its own initiative, inform interested parties of any error, inaccuracy, omission or any other clerical error in the text of the call for tenders.

Any additional information including that referred to above will be posted on EIGE's website: <http://www.eige.europa.eu/>. The website will be updated regularly and it is the tenderers' responsibility to check for updates and modifications during the tendering period.

After the opening of the tenders:

If clarification is required or if obvious clerical errors in the tender need to be corrected, EIGE may contact the tenderer provided the terms of the tender are not modified as a result.

9. This invitation to tender is in no way binding on EIGE. The Institute's contractual obligation commences only upon signature of the contract with the successful tenderer.

10. Up to the point of signature, the contracting authority may either abandon the procurement or cancel the award procedure, without the tenderers being entitled to claim any compensation. This decision must be substantiated and the tenderers notified.
11. Once EIGE has opened the tender, the document shall become the property of EIGE and it shall be treated confidentially.
12. You will be informed of the outcome of this procurement procedure by an e-mail message sent from [procurement@eige.europa.eu](mailto:procurement@eige.europa.eu) to the electronic address indicated in the standard submission form "Identification of the Tenderer". It is on your responsibility to provide a valid e-mail address in your tender and to check it regularly. Tenderers are requested to not contact EIGE on this matter on their own initiative.
13. If processing your reply to the invitation to tender involves the recording and processing of personal data (such as your name, address and CV), such data will be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Unless indicated otherwise, your replies to the questions and any personal data requested are required to evaluate your tender in accordance with the specifications of the invitation to tender and will be processed solely for that purpose. Details concerning the processing of your personal data are available on the privacy statement at: [http://ec.europa.eu/dataprotectionofficer/privacystatement\\_publicprocurement\\_en.pdf](http://ec.europa.eu/dataprotectionofficer/privacystatement_publicprocurement_en.pdf)
14. Your personal data may be registered in the Early Detection and Exclusion System (EDES) if you are in one of the situations mentioned in Article 106 of the Financial Regulation<sup>1</sup>. For more information, see the Privacy Statement on [http://ec.europa.eu/budget/explained/management/protecting/protect\\_en.cfm](http://ec.europa.eu/budget/explained/management/protecting/protect_en.cfm)
15. You may submit any observations concerning the procurement procedure to the contracting authority using the contact means under point 8. If you believe that there was maladministration, you may lodge a complaint to the European Ombudsman within two years of the date when you became aware of the facts on which the complaint is based (see <http://www.ombudsman.europa.eu>).
16. Within two months of notice of the award decision, you may launch an action for annulment of the award decision. Any request you may make and any reply from us, or any complaint for maladministration, will have neither the purpose nor the effect of suspending the time-limit for launching an action for annulment or to open a new period for launching an action for annulment. The body responsible for hearing annulment procedures is indicated in Section VI.4.1 of the contract notice.



Virginija Langbakk  
Director

Encl. List of EIGE holidays in the year 2016

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<sup>1</sup> Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation (EC, Euratom) No 1605/2002 (OJ L 298 of 26.10.2012, p. 1) as amended.



## **EIGE/2016/OPER/01**

### **TENDER SPECIFICATIONS**

# **Framework contract for maintenance and update of EIGE's gender statistics tools and resources**

#### **OPEN PROCEDURE**

These Tender Specifications provide instructions and guidance to tenderers about the nature of the Offer they should submit and serve as the contractor's mandate throughout the project implementation. The purpose of the Specifications is to ensure that the project is properly conceived by the contractor, that the work is carried out on schedule and that resources will not be wasted.

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

**CONTENTS:**

<b>1</b>	<b>TECHNICAL SPECIFICATIONS</b> .....	<b>3</b>
	1.1 Contracting authority.....	3
	1.2 Scope.....	14
	1.3 Objectives.....	15
	1.4 Indicative range of activities, tasks and deliverables per lot.....	16
	1.5 Meetings and additional deliverables.....	31
	1.6 Methodology.....	34
	1.7 Communication and reporting.....	36
	1.8 Responsibility.....	36
	1.9 Project team.....	36
	1.10 Monitoring of project implementation.....	43
	1.11 Assessment of results.....	43
	1.12 Clarification of concepts for the purpose of this tender.....	43
<b>2</b>	<b>THE TENDER</b> .....	<b>46</b>
	2.1 Submission of the tender.....	46
	2.2 Opening of tenders.....	47
	2.3 Objectives.....	47
	2.4 Indicative range of activities, tasks and deliverables per lot.....	48
	2.4.1 Section one: Administrative information.....	48
	2.4.2 Section two: Exclusion criteria documentation.....	50
	2.4.3 Section three: Selection criteria documentation.....	50
	2.4.4 Section four: Administrative information.....	53
	2.4.5 Section five: Exclusion criteria documentation.....	55
<b>3</b>	<b>THE ASSESSMENT PROCEDURE</b> .....	<b>55</b>
	3.1 Evaluation of the tenderers.....	55
	3.2 Evaluation of the tenders.....	56
	3.3 Award of the contract.....	58
<b>4</b>	<b>THE FRAMEWORK CONTRACT (FWC)</b> .....	<b>60</b>
	4.1 Nature of the contract.....	60
	4.2 Starting date of the contract and duration of the tasks.....	60
	4.3 Place of performance.....	60
	4.4 Volume of the contract.....	60
	4.5 Terms of payment.....	60
	4.6 Guarantees.....	61
	4.7 Data protection.....	61
	<b>Annex I EIGE's gender statistics database</b> .....	<b>62</b>
	<b>Annex II EIGE DATABASE: Administrator guide</b> .....	<b>63</b>

# 1 TECHNICAL SPECIFICATIONS

## 1.1 Contracting authority

Equality between women and men is a fundamental value of the European Union (EU), enshrined in its Treaties<sup>1</sup> 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 EU activities and represents the general approach to the implementation of all EU policies.

The European Institute for Gender Equality (EIGE) was created by Regulation (EC) No 1922/2006 of the European Parliament and of the Council on 20 December 2006<sup>2</sup>. The overall objectives and long-term effects of EIGE's work are defined in the Regulation as follows:

...'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.'

The main tasks of the Institute are the dissemination of collected and analysed comparable data on gender and the facilitation of the exchange of best practices and dialogue among stakeholders in order to raise awareness among EU citizens. In addition, EIGE shall develop methods to improve the objectivity, comparability and reliability of data at EU level by establishing criteria that will improve the consistency of information and take into account gender when collecting data.<sup>3</sup>

The project commissioned through this invitation to tender is undertaken within the scope of EIGE's 2016-2018 Single Programming Document<sup>4</sup>. It is a part of the Institute's wider activities aimed at collecting, processing and disseminating data and statistics for the purpose of maintaining and updating EIGE's gender statistics database.

By launching this call for tender, the Institute seeks to conclude a framework contract with professional company/ies capable of providing a large range of services related to the production, collection and dissemination of gender statistics.

### 1.1.1 General background

The need to produce and share EU-wide, comparable, reliable gender statistics and indicators has been highlighted by the European Parliament, the Council and the European Commission. It is part of a significant political commitment to gender equality and gender mainstreaming.

In the Council Conclusions on the European Pact for Gender Equality 2011–2020, Member States and the EC, in particular through Eurostat, are encouraged to further develop existing statistics and indicators disaggregated by sex and to fully utilise the capacities of the European Institute for Gender Equality<sup>5</sup>.

The European Commission's Strategy for Equality between Women and Men 2010–2015<sup>6</sup>, which provides the political context for the Institute's activities, defined as one of EIGE's key tasks to set

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<sup>1</sup> Articles 2 and 3(3) TEU and Article 8 TFEU.

<sup>2</sup> <http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32006R1922>

<sup>3</sup> Article 3 of the Regulation (EC) No 1922/2006 of the European Parliament and of the Council of 20 December 2006 on establishing a European Institute for Gender Equality

<sup>4</sup> <http://eige.europa.eu/about-eige/documents-registry/eiges-2016-2018-single-programming-document>

<sup>5</sup> [http://www.consilium.europa.eu/uedocs/cms\\_data/docs/pressdata/en/lisa/119628.pdf](http://www.consilium.europa.eu/uedocs/cms_data/docs/pressdata/en/lisa/119628.pdf)

<sup>6</sup> [http://ec.europa.eu/justice/gender-equality/files/documents/strategy\\_equality\\_women\\_men\\_en.pdf](http://ec.europa.eu/justice/gender-equality/files/documents/strategy_equality_women_men_en.pdf)

up a documentation centre accessible to the public with statistics, data and information, functioning models and approaches to gender mainstreaming.

In its 'Strategic engagement for gender equality 2016-2019'<sup>7</sup> adopted in December 2015, the EC reaffirmed its commitment to continue promoting equality between men and women. The document reemphasises the following five pre-existing thematic priority areas as the focus of its gender-equality policy:

- equal economic independence for women and men;
- equal pay for work of equal value;
- equality in decision-making;
- dignity, integrity and ending of gender-based violence;
- promoting gender equality beyond the EU.

The EC's work programme includes therefore a comprehensive list of indicators measuring gender equality (e.g. employment rate, gender pay gap, being at-risk-of-poverty and social inclusion rate). It supports the implementation of the gender equality dimension as highlighted in the Europe 2020 strategy<sup>8</sup>, Lisbon strategy 2000–2010<sup>9</sup> and Barcelona objectives<sup>10</sup>.

In its Joint Staff Working Document 'Gender Equality and Women's Empowerment: Transforming the Lives of Girls and Women through EU External Relations 2016-2020'<sup>11</sup> adopted in September 2015, the EC identifies three thematic pillars for work with third countries, including enlargement and neighbourhood countries:

- ensuring girls' and women's physical and psychological integrity;
- promoting the social and economic rights / empowerment of girls and women;
- strengthening girls' and women's voice and participation.

The document also shows commitment to gender analysis in all new external actions, including the use of sex-disaggregated data in reporting wherever available, and generation of data when needed.

EIGE's Founding Regulation states that the Institute should assist the European Union institutions and the Member States in the collection, analysis and dissemination of objective, reliable and comparable information and data on equality between women and men. In particular, EIGE should carry out some of the tasks with which the existing institutions do not currently deal, specifically in the areas of coordination, centralisation and dissemination of research data and information<sup>12</sup>.

Recently, the European Parliament in its Report on the EU Strategy for equality between women and men post 2015 (2014/2152(INI))<sup>13</sup> calls on the EC to gather gender-specific data in all policy areas and stresses the need for a consistent system of statistical data collection under specific and sensitive areas such as violence against women.

The Victims Rights' Directive of the European Union<sup>14</sup> establishes minimum standards on the rights, support and protection of victims of any crime. It is, to date, the most important EU Directive with regard to data collection on gender-based violence. It includes in its preamble, an EU-wide definition of gender-based violence and violence committed in close relationships. It reiterates the importance of systematic and adequate statistical data collection and requires that Member States

<sup>7</sup> [http://ec.europa.eu/justice/gender-equality/files/documents/151203\\_strategic\\_engagement\\_en.pdf](http://ec.europa.eu/justice/gender-equality/files/documents/151203_strategic_engagement_en.pdf)

<sup>8</sup> [http://ec.europa.eu/europe2020/index\\_en.htm](http://ec.europa.eu/europe2020/index_en.htm)

<sup>9</sup> <http://www.europarl.europa.eu/document/activities/cont/201107/20110718ATT24270/20110718ATT24270EN.pdf>

<sup>10</sup> [http://ec.europa.eu/justice/gender-equality/files/documents/130531\\_barcelona\\_en.pdf](http://ec.europa.eu/justice/gender-equality/files/documents/130531_barcelona_en.pdf)

<sup>11</sup> [http://ec.europa.eu/europeaid/sites/devco/files/staff-working-document-gender-2016-2020-20150922\\_en.pdf](http://ec.europa.eu/europeaid/sites/devco/files/staff-working-document-gender-2016-2020-20150922_en.pdf)

<sup>12</sup> REGULATION (EC) No 1922/2006 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 20 December 2006 on establishing a European Institute for Gender Equality

<sup>13</sup> <http://www.europarl.europa.eu/sides/getDoc.do?pubRef=-//EP//TEXT+REPORT+A8-2015-0163+0+DOC+XML+V0//EN>

<sup>14</sup> Victims Directive (2012/29/EU) of the European Union on 25th October 2012

shall communicate available data to the EC, by 2017, and every three years thereafter, on how victims (including victims of gender-based violence) have accessed their rights.

The Council of Europe through the Istanbul Convention<sup>15</sup> sets out obligations on Member States that have ratified it in relation to data collection and research. It stipulates measures to be taken by Member States to collect disaggregated relevant statistical data at regular intervals on cases of all forms of violence covered by the scope of the Convention.

The new United Nations Agenda for Sustainable Development requires a solid framework of indicators and statistical data to monitor progress, inform policy and ensure accountability of all stakeholders. Among the 230 approved indicators, around 73 are gender relevant<sup>16</sup>.

Additionally, the United Nations Expert Group on Gender Statistics selected a minimum set of 52 quantitative and 11 qualitative indicators guided by the main criterion that indicators should address key policy concerns as identified in the Beijing Platform for Action<sup>17</sup>.

Since 2012, in response to this increasing call for gender specific and sensitive data, EIGE has been working on consolidating information into a common database on gender statistics (with a dedicated area on gender-based violence). EIGE's gender statistics database has been publicly available since the end of 2015<sup>18</sup>. It is aimed at providing statistical evidence which can be used to support and complement the European Commission's Strategy on Gender Equality, its Strategic engagement for gender equality 2016-2019 and support the Member States to monitor their progress.

### **1.1.1. A. Gender statistics**

Gender statistics is an area that cuts across traditional fields of statistics to identify, produce and disseminate statistics that reflect the realities of the lives of women and men, and policy issues relating to gender. They should document women's and men's participation in and contributions to all social and economic areas and reflect the underlying causes and consequences of gender inequality.

In spite of the scarcity of data and stringent criteria applied to gender indicators, demand for gender statistics has increased at the EU level further since 2013 with high-level initiatives such as the Gender Equality Index<sup>19</sup>, launched by EIGE.

Statistics and indicators on the situation of women and men are needed to describe the roles of women and men in society, the economy or the family, formulate and monitor policies and plans, monitor changes, and inform the public.

They can help us to reflect upon the challenges that predominant gendered roles in the society present, and demonstrate negative or positive changes in the status of women in comparison to men in such areas as education, work, health, decision-making or access to resources.

Bringing gender concerns into statistics requires adequate reflection of problems, challenges and questions related to women and men in society. Besides disaggregating data by sex, the following elements are particularly important:

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<sup>15</sup> [Convention on Prevention and Combating Violence against Women and Domestic Violence \(Istanbul Convention\) of the Council of Europe on 1st August 2014](#)

<sup>16</sup> <http://unstats.un.org/sdgs/files/meetings/iaeg-sdgs-meeting-03/Provisional-Proposed-Tiers-for-SDG-Indicators-24-03-16.pdf>

<sup>17</sup> <http://genderstats.un.org/>

<sup>18</sup> <http://eige.europa.eu/gender-statistics>

<sup>19</sup> <http://eige.europa.eu/gender-statistics/gender-equality-index>

- statistics must reflect problems, challenges and concerns related to women and men in society by:
  - o focusing on certain areas of concern where women and men may not enjoy the same opportunities or status (such as work status in the labour market or higher education) or where women's and men's lives may be affected in different ways (such as maternal mortality, domestic violence and occupational injuries);
  - o taking into account specific population groups where gender inequality is likely to be present or more pronounced.
- the concepts, definitions and measurement used should allow for an adequate reflection of women's and men's status, gender roles and relations in society;
- data collection tools should take into account stereotypes and social and cultural factors that may introduce gender bias into data;
- analyses and presentation of data should reveal meaningful differences and similarities between women and men.

The role of gender statistics is therefore crucial to the understanding of the different needs and priorities of women and men. Thus, encompassing the ways in which the outcomes of policies affect their lives for better or worse is extremely important. In line with the EU fundamental values, this understanding is very important for the EU and national policy makers.

The use of a relevant and constantly updated set of gender statistics<sup>20</sup> data and metadata is a precondition for the design and implementation of a gender statistics database, serving the needs of experts, researchers, policy makers and other users of gender-sensitive statistical data.

National statistical systems and international statistical producers need to regularly collect, analyse and disseminate data that address relevant gender issues.

As recommended in the Beijing Platform for Action<sup>21</sup>, the coverage of gender equality by official statistical systems and the adequacy of such systems should be regularly reviewed.

The review should make clear whether relevant gender concerns, as defined by major data users, are covered by existing data collection programmes and are available to users.

Having in mind a strategy of mainstreaming gender into statistical data production, the basis of this review can involve collecting new types of data, expanding data collection in some areas to fill existing knowledge gaps and better disseminating data already collected.

Aiming to establish a consolidated and reliable resource on gender statistics at the EU level EIGE has been promoting a strong cooperation and collaboration between users and producers of gender-sensitive data. This process entails the following activities:

- continuous assessment and analysis of data and metadata availability;
- supporting Eurostat in the coordination and cooperation with national and international gender statistics data producers/providers;
- regular consultations of gender statistics users and analysis of their needs;
- establishment and revision, when relevant, of data sharing agreements with national and international statistics data producers/providers such as Eurostat and National Statistics Offices.

Against this background EIGE approaches statistics data collection as the process of measuring statistical or administrative information on certain variables of interest. It encompasses a set of

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<sup>20</sup> 'Statistics that reflect the realities of the lives of women and men and policy issues relating to gender equality' in the United Nations Economic Commission for Europe (2010), 'Developing Gender Statistics: A Practical Tool', page. 1.

<sup>21</sup> Paragraph 207 (b) of the Beijing Platform for Action (United Nations, 1996)

activities to collect, validate, analyse, store and disseminate the statistical information. While the methods of collecting data may vary according to the nature of the phenomenon, the emphasis on ensuring accuracy, reliability and coherence of the data collection remains the same.

Data collection starts with the definition of the concept it is meant to measure. This implies the use of a common methodology and an agreed definition of the concept.

Data validation refers to any activity aimed at verifying that the value of a data item comes from a given set of acceptable values. It concerns the quality of data that needs to meet six criteria: relevance, accuracy, timeliness and punctuality, accessibility and clarity, comparability and coherence.

In short, data validation entails all those steps of the data production process which aim to improve the data quality of statistical information.

EIGE gathers (and sometimes collects primary data), analyses, processes and disseminates data and information on gender equality issues, whilst at the same time ensures they are comparable, reliable and relevant for users.

The development of EIGE's programme of work on research and data collection cuts across the following fields:

- Studies on Beijing Platform for Action / EU Council Presidency support;
- Data on gender-based violence;
- Information on gender mainstreaming and tools to support gender mainstreaming;
- Database of key gender equality statistics;
- Gender Equality Index;
- Own research initiatives.

Specific actions are taken to ensure that the data gathered meets the highest international standards, for example, the establishment of cooperation agreements with relevant data producers/providers such as Eurostat.

#### **1.1.1. B. EIGE's gender statistics database**

EIGE's gender statistics database is a comprehensive knowledge centre for gender statistics and information on various aspects of (in)equality between women and men. The main purpose of this database is to build a broad overview of statistics on gender, highlighting differences and inequalities between both sexes. It aims to support the measurement of whether, or to what extent, gender equality is de facto being achieved. It also acts as a reliable resource in the formulation and monitoring of policies that are beneficial for both women and men and it facilitates appropriate decision-making towards the advancement of gender equality. The database contains gender statistics from all over the EU and beyond<sup>22</sup>, at the EU, Member State and European level.

This resource provides a platform for monitoring developments in the field of gender statistics and promotes the inclusion of the gender perspective into all fields of statistical activities at both the national and international levels. It should assist the EU institutions and Member States to easily access objective, reliable and comparable information on equality between women and men. This

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<sup>22</sup> It encompasses regional groupings such as the Council of Europe members (<http://www.coe.int/en/web/about-us/our-member-states>), Eastern Partnership countries ([http://ec.europa.eu/dgs/home-affairs/what-we-do/policies/international-affairs/eastern-partnership/index\\_en.htm](http://ec.europa.eu/dgs/home-affairs/what-we-do/policies/international-affairs/eastern-partnership/index_en.htm)) and/or the The European Neighbourhood Policy ([http://ec.europa.eu/enlargement/neighbourhood/countries/index\\_en.htm](http://ec.europa.eu/enlargement/neighbourhood/countries/index_en.htm))

information can then be used as a basis to inform policy-making and programmes, mainstream gender equality and monitor the progress towards its advancement.

Relevant datasets included in the database are related to the area of women and men in decision-making (WMID) for which the data have been collected by the EC and which is currently available on the DG Justice website.<sup>23</sup>

EIGE's existing statistics, data and metadata relating to the Gender Equality Index, the BPfA indicators, gender-based violence and other datasets related to EIGE's work are integrated into the database and displayed as specific entry points. Data may cover international, European, national, regional and local levels when relevant.

The following elements are considered in the database:

- available sex-disaggregated data and metadata on various EU policy areas;
- data and indicators to support the monitoring of the main EU strategies (e.g. Europe 2020, Horizon 2020, Strategy for Equality between Women and Men 2010–2015, Strategic engagement for gender equality 2016–2019, etc.);
- conceptual structure and data used for EIGE's Gender Equality Index;
- database of the BPfA indicators — 'Women and Men in the EU: facts and figures';
- data and statistics on gender-based violence;
- all data on women and men in decision-making (WMID) currently collected by the EC (DG Justice).

The database has a user-friendly interface and has been designed for both experienced statisticians and non-expert users. Its content and functionalities allow the user to search and explore gender statistics using a keyword search or by choosing from a set of 6 predefined entry points. When possible, new data are uploaded automatically to ensure that the most up-to-date and accurate information is always accessible.

The maintenance and updating process of the tool is approached by EIGE as an ongoing process. This involves keeping a constant dialogue and interaction with:

- users in order to understand and better address their needs;
- statistical producers/providers by establishing and/or consolidating partnerships which will contribute to mainstreaming gender into statistics, updating and maintaining the relevance of the tool.

With this two-fold purpose, since 2014 several online discussions (via EuroGender), physical meetings and online surveys have been organised by EIGE focusing on specific topics of the database and collecting experts' recommendations which allowed to guide the project and shape the tool<sup>24</sup>.

Currently the database stores around 50 000 sex-disaggregated data observations from 2005 onwards. Nevertheless, if the original source provides data before 2005, this is still reported in the database. Some series, such as employment, go back to the 1980s. The considered statistical data and metadata are extracted from international official data sources which provide data for the EU 28 Member States and IPA countries<sup>25</sup>. The comprised information has been adjusted to match the standard criteria defined by the European Statistical System and applied by Eurostat<sup>26</sup>.

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<sup>23</sup> [http://ec.europa.eu/justice/gender-equality/gender-decision-making/database/index\\_en.htm](http://ec.europa.eu/justice/gender-equality/gender-decision-making/database/index_en.htm)

<sup>24</sup> For more detailed information see the public workspace on <http://eurogender.eige.europa.eu/thematic-network-workspaces/workspace-eiges-gender-statistics-database>

<sup>25</sup> Countries included in the Instrument for Pre-Accession Assistance [http://europa.eu/legislation\\_summaries/agriculture/enlargement/e50020\\_en.htm](http://europa.eu/legislation_summaries/agriculture/enlargement/e50020_en.htm)

<sup>26</sup> [http://epp.eurostat.ec.europa.eu/portal/page/portal/social\\_protection/quality](http://epp.eurostat.ec.europa.eu/portal/page/portal/social_protection/quality)

All observations in the database are at the country level. The geographic coverage considers the EU 28 Member States, although data for other European countries are included when available. All years provided by the original source are included, most data sets start from the year 2000. All datasets<sup>27</sup> contain the dimension 'Country' and the dimension 'Time' (usually 'Year', although some biennially, biannually, quarterly and monthly observations are also considered when relevant). In addition, most of datasets provide direct measures of the relative situation of women and men, i.e. sex-disaggregated data. Exceptions constitute those datasets that are provided by the Gender Equality Index<sup>28</sup> itself or those that measure horizontal segregation in occupations and education. The dimensions such as 'Country', 'Year', and 'Sex' can therefore be viewed as collectively defining the basic unit of observation. All other dimensions can be seen as providing further disaggregation of the measurement and a higher level of detail.

At the highest level of organisation, the data are grouped in themes. All datasets are organised in a pre-determined tree structure.

The data cover main gender-related research topics — thematic areas such as work and labour market, education and training, etc. and all EU policy areas.

At a higher level the data are structured according to six entry points<sup>29</sup>:

- 'Thematic areas' are based on possible areas of interest on gender equality from the user's perspective and the structured frameworks provided by the data sources where the data is available;
- 'Policy areas' are structured in line with the established policy areas of the EU and priorities of the EU institutions;
- 'EU strategies' organise data according to the priorities defined at EU level, including 'EU 2020', 'Horizon 2020' and the 'EU strategy for equality between women and men 2010–15', Strategic engagement for gender equality 2016–2019;
- Gender Equality Index organises data according to the domains and subdomains of the Gender Equality Index;
- Beijing Platform for Action (BPfA) reflects the 12 areas of concern of the BPfA;
- Women and men in decision-making (WMID) presents data that has been collected since 2003 by the Gender Equality Unit of the EC — currently under DG Justice and Consumers.

Metadata are presented alongside the data displaying gender equality concepts and methods. It follows the proposed standards of the European Statistical System and provides information on:

- what the data purports to measure;
- how these measurements have been made and how they should be interpreted;
- who is responsible for collecting and disseminating data;
- how often the data are updated and disseminated;
- where the updated data and additional information can be found;
- the quality of data.

The structure of data and metadata is in line with the standards proposed by the Statistical Data and Metadata eXchange (SDMX) as long as the information provided allows to fulfil the required SDMX criteria<sup>30</sup>.

The database contains, harmonised at the EU level, internationally comparable data from sources such as Eurostat, DG Justice and Consumers, Eurofound and the European Union Agency for

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<sup>27</sup> Dataset should be understood according to Eurostat's definition as a set of observations that measure an underlying concept.

<sup>28</sup> <http://eige.europa.eu/content/gender-equality-index>

<sup>29</sup> For further information about the database and its features see EIGE's gender statistics database leaflet <http://eige.europa.eu/content/document/eiges-gender-statistics-database-leaflet>

<sup>30</sup> <http://ec.europa.eu/eurostat/data/sdmx-data-metadata-exchange>

Fundamental Rights (FRA). A number of national sources have been also included under particular areas where the availability and data collection of comparable data are scarce which is the case of gender-based violence and violence against women. All data will be made publicly available at macro level (at Member State and EU levels). However, some of the macro data included in the database are computed by EIGE from micro data (data at the individual or household level)<sup>31</sup>.

### 1.1.1. C. Specific areas of EIGE's gender statistics database

#### **Statistics and indicators on women and men in decision-making positions**

One particular challenge to achieve gender equality is the under-representation of women in leadership positions in all fields, which remains a problem for many EU Member States. Therefore, the issue of enhancing female participation in decision-making positions has become prominent in the national, European and international arenas. The EC reaffirmed its support for equal participation of women and men in decision-making positions, both in its Women's Charter and its Strategy for Equality between Women and Men (2010–2015)<sup>32</sup> and also through publishing several reports taking stock of the situation.<sup>33</sup> Noting that women are particularly outnumbered by men in leadership positions in the corporate sector and the slow rate of change, the EC decided that legislative action was necessary to ensure and to drive progress. On 14 November 2012, it put forward a proposal for a Directive on improving the gender balance among non-executive directors of companies listed on the stock exchanges.<sup>34</sup> In November 2013, the European Parliament backed the proposal for a new directive. Discussions within the Employment, Social Policy, Health and Consumer Affairs Council (EPSCO) are ongoing.

Statistics are instrumental in informing policy-making processes by putting the available evidence at the centre of policy process. Relevant and updated statistics on the participation of women and men in decision-making positions are a prerequisite to support policies and assess progress towards international and national commitments, such as the follow-up of the implementation of the United Nations Beijing Platform for Action (1995)<sup>35</sup> where women in power and decision-making is one of the critical areas.

Since 1999, the Council of the EU has adopted conclusions on indicators to assess progress in gender equality to make the monitoring process of the follow-up of the Beijing Platform for Action more focused and structured. In the area of decision-making, in 1999, the Council of the EU took note of the set of indicators on women in political decision-making developed by the Finnish Presidency.<sup>36</sup> In 2003, the Council adopted a set of nine indicators proposed by the Italian Presidency regarding the representation of women and men in economic decision-making positions in the EU.<sup>37</sup> The nine agreed indicators also include those on women in public administration and in Supreme Courts, and have been reviewed under the Slovenian Presidency in 2008<sup>38</sup>. In 2012, the Council adopted conclusions on gender equality and the environment including three indicators focusing on decision-making positions relevant to the area of climate change and environment.<sup>39</sup> In 2013, the Council adopted conclusions on advancing women's roles

<sup>31</sup> Statistics macro data refers to the result of a statistical transformation process in the form of aggregated information (Eurostat, RAMON — Reference and Management of Nomenclatures). Statistics micro data refers to non-aggregated observations, or measurements of characteristics of individual units (Eurostat, RAMON — Reference and Management of Nomenclatures).

<sup>32</sup> [http://ec.europa.eu/justice/gender-equality/index\\_en.htm](http://ec.europa.eu/justice/gender-equality/index_en.htm)

<sup>33</sup> [http://ec.europa.eu/justice/gender-equality/document/index\\_en.htm](http://ec.europa.eu/justice/gender-equality/document/index_en.htm)

<sup>34</sup> COM(2012) 614 final: [http://ec.europa.eu/justice/gender-equality/gender-decision-making/index\\_en.htm](http://ec.europa.eu/justice/gender-equality/gender-decision-making/index_en.htm)

<sup>35</sup> <http://www.un.org/womenwatch/daw/beijing/platform/>

<sup>36</sup> <http://register.consilium.europa.eu/doc/srv?!=EN&t=PDF&qc=true&sc=false&f=ST%2011862%201999%20INIT>

<sup>37</sup> <http://register.consilium.europa.eu/doc/srv?!=EN&t=PDF&qc=true&sc=false&f=ST%2015205%202003%20INIT>

<sup>38</sup> <http://register.consilium.europa.eu/doc/srv?!=EN&t=PDF&qc=true&sc=false&f=ST%209670%202008%20INIT>

<sup>39</sup> [http://ec.europa.eu/justice/gender-equality/files/statistics\\_indicators/120614\\_council\\_conclusions\\_climate\\_change\\_en.pdf](http://ec.europa.eu/justice/gender-equality/files/statistics_indicators/120614_council_conclusions_climate_change_en.pdf)

as decision-makers in the media including indicators on women/men in decision-making positions.<sup>40</sup> In 2015, the area of decision-making was reviewed under the Luxembourg Presidency and Council adopted conclusions together with a modified list of indicators.<sup>41</sup>

The developed indicators are useful tools and prove to be effective in holding governments and relevant stakeholders accountable towards the goals of achieving gender balance in decision-making positions. Most of the agreed indicators are used in the EC's database on women and men in decision-making (WMID).

In order to map the situation and monitor the progress, the EC established in 2003 a database to monitor the participation of women and men in key decision-making positions. It will help to provide reliable statistics that can be used to draw comparisons between European countries and monitor the current situation and trends through time. Based on statistics from varied sources, the database provides user-friendly information for those interested in gender equality and thus is a vital tool to support the development of new policies. It is important to note that this database fills a gap since data are not always easily accessible and are not presented in a comparative perspective (between countries and also over time).

The database covers positions of power and influence in politics, public administration, the judiciary, business and finance, social partners, some EU level NGOs<sup>42</sup>, women and men in environment and women/men in media organisations. Data may cover international, European, national, regional and local levels. Data on political decision-making positions at European and national level are updated quarterly whilst all other data are updated annually, with the exception of political data at regional level (updated quarterly in case of elections) and local-level politics (collected biennially). Data on women/men on boards of largest publicly listed companies have been updated twice per year since 2012.

The methodology defining the detailed scope of data collection, coverage and key concepts/indicators used is available online:

[http://ec.europa.eu/justice/gender-equality/gender-decision-making/database/index\\_en.htm](http://ec.europa.eu/justice/gender-equality/gender-decision-making/database/index_en.htm)

Responding to the request of the EC, EIGE has committed itself to ensuring the storage, update and dissemination of data on women and men in decision-making positions from the end of 2015 onwards and to the collection of data from 2017 onwards.

### **Statistics on gender-based violence and violence against women**

The crucial role of data collection in addressing gender-based violence has been increasingly recognised by governments, international and regional organisations<sup>43</sup>, civil society, researchers and experts<sup>44</sup> on this issue.

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<sup>40</sup> [http://www.consilium.europa.eu/uedocs/cms\\_data/docs/pressdata/en/lsa/137546.pdf](http://www.consilium.europa.eu/uedocs/cms_data/docs/pressdata/en/lsa/137546.pdf)

<sup>41</sup> <http://data.consilium.europa.eu/doc/document/ST-14325-2015-INIT/en/pdf>

<sup>42</sup> The acronym stands for Non-Governmental Organisations as currently labelled on EIGE's gender statistics databases, which are otherwise referred to as Civil Society Organisations.

<sup>43</sup> See paragraph 4 of the General Recommendation No. 12, Violence against women, adopted in the eighth session (1989) of the Committee on the Elimination of Discrimination against Women (CEDAW); article 26, paragraph 24, c. of the General Recommendation No. 19, Violence against women, adopted in the 11th session (1992) of the Committee on the Elimination of Discrimination against Women (CEDAW); article 4, k. of the Declaration on the Elimination of Violence against Women of 20 December 1993 (A/RES/48/104); chapter 4, paragraph 120 and 129a. of the Beijing Declaration and Platform for Action adopted by the Fourth World Conference on Women on 15 September 1995; Paragraph 11 of the UN General Assembly resolution of 19 December 2006 entitled 'Intensification of efforts to eliminate all forms of violence against women' (A/RES/61/143); chapter 5, Paragraph 5 of Appendix to Council of Europe Recommendation Rec(2002)5 of the Committee of Ministers to member States on the protection of women against violence, adopted on 30 April 2002; and chapter 2, paragraph 1a. of the Council of Europe Convention on preventing and combating violence against women and domestic violence (Convention CETS No. 210).

<sup>44</sup> See Division for the Advancement of Women, *Final report of the expert group meeting 'Violence against women: a statistical overview, challenges and gaps in data collection and methodology and approaches for overcoming them'*, Geneva, Switzerland, 11- 14 April 2005,

From a human rights-based understanding of violence against women, ensuring the existence of an adequate knowledge base through systematic collection and publication of data can be considered as part of every State's obligation<sup>45</sup> to address violence against women.

Gender-based violence is a specific area of EIGE's work which has been reflected in the database and which needs a particular attention during the maintenance and updating process of this resource. It is the area which has been raising more and more challenges that originate from the following aspects:

- The availability of data to provide a global picture of gender-based violence prevalence according to its various types is scarce at the EU level.
- The absence of harmonised concepts, definitions and methodologies hampers comparability within the EU Member States.

Data sources can be distinguished<sup>46</sup>, according to the modality of data collection, in surveys (for data coming from surveys for a specific sector or institutional unit) and administrative data sources, (or data coming from administrative records). Both types of data are indispensable to get a full picture of gender-based violence. But it's important to highlight that they serve different purposes, answer different kinds of questions and overlap only partially<sup>47</sup>.

Population-based surveys can throw light upon:

- the prevalence, incidence, severity and frequency of gender-based violence;
- socioeconomic and cultural insight into the factors, character and dynamics of this violence;
- the nature, history, causes and consequences of women's experience of violence;
- the services available and the degree of satisfaction with them.

Administrative data, beyond recording factual information as evidence of the activities of the organisations in compliance with their regulations, give valuable information about the performance and response of the system to the problem and can inform ways to improve it. Specifically, administrative sources are needed for monitoring, assessing and evaluating the:

- implementation of legislation and policies;
- effectiveness of prevention, protection and prosecution measures and policies;
- extent and victims' use of the services, their adequacy and quality;
- societal responses to violence.

In addition, these data provide a basis for estimating the administrative cost of gender-based violence<sup>48</sup> making it easier for the authorities and institutions to take budgetary and staffing decisions<sup>49</sup>.

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organised by UN Division for the Advancement of Women in collaboration with Economic Commission for Europe (UNECE) and World Health Organization (WHO). Available at: <http://www.un.org/womenwatch/daw/egm/vaw-stat-2005/docs/final-report-vaw-stats.pdf>.

<sup>45</sup> United Nations, *Ending violence against women: From words to action. Study of the Secretary-General*, United Nations, 2006, p. 66.

<sup>46</sup> OECD, *Glossary of Statistical terms*. Available at: <http://stats.oecd.org/glossary/detail.asp?ID=6114> [Accessed 15 February 2012].

<sup>47</sup> Römken, R., 'Keynote speech', *Proceedings of the Conference of National Focal Points and Contact Parliamentarians: Council of Europe Campaign to Combat Violence against Women, including Domestic Violence, Strasbourg, 4-5 June 2007*, Council of Europe, Strasbourg, 2007, EG-VAW-FP (2007) 1, pp. 80-83.

<sup>48</sup> Walby, S., *Improving the statistics on violence against women*, expert paper prepared for the Expert Group Meeting on 'Violence against women: a statistical overview, challenges and gaps in data collection and methodology and approaches for overcoming them', Geneva, Switzerland, 11- 14 April 2005, organised by UN Division for the Advancement of Women in collaboration with Economic Commission for Europe (UNECE) and World Health Organization (WHO). Available at: <http://www.un.org/womenwatch/daw/egm/vaw-stat-2005/docs/expert-papers/walby.pdf>.

<sup>49</sup> Council of Europe, *Final Activity Report: Task Force to Combat Violence against Women, including Domestic Violence (EG-TFV)*, Council of Europe, Strasbourg, 2007, EG-TFV (2008)6, p. 65.

Administrative data are generated in the process of implementing a government administrative process; they already exist and do not require the cost of direct data collection of similar information<sup>50</sup>. However, these data do not reflect the overall extent of the acts of gender-based violence or the use of services by victims as they come from a non-representative sample – only a minority of cases of violence is reported or known by any agency. Thus, these data are frequently unsuitable for being generalised or extrapolated to the larger population. Very often these data are recorded for internal needs of the organisations, the quality of the recording and processing of data may not be suitable for statistical purposes or even for making it possible to monitor, assess or evaluate the activities or policy measures that these data are an evidence of.

Administrative data produced by non-governmental organisations providing victims' support are particularly problematic<sup>51</sup>, since these sources do not normally form a part of an integrated information system or are subject to standardised collection procedures or inter-institutional cross-checking, resulting in fragmented information, making it impossible to cross data and to trace the cases of violence.

Public and civil administrative organisations more likely to hold data on gender-based violence are those forming part of the police, the judicial system (especially criminal justice system), health services, social services, social welfare system and Civil Society Organisations providing support or assistance services to victims of violence (such as telephone helplines, shelters or legal and psychological counselling).

Although these administrative records are primarily collected for internal purposes, their external use is increasingly appreciated mainly due to the increasing demand for data to monitor and evaluate government programmes and policies. Thus, a wide range of administrative sources are employed in many ways in the production of statistics. In fact, in some countries the distinction between administrative and statistical sources has blurred and administrative data are collected by government ministries and departments to be specifically used for statistical purposes.

Eurostat as a key provider of official statistics currently collects and disseminates statistics on crime and criminal justice in the EU which also include gender-based violence statistics. Particularly relevant is the Eurostat-UNODC joint data collection on crime and criminal justice that are already disseminated through EIGE's gender statistics database.

EIGE has been analysing the current status and statistical potential of administrative data sources on gender-based violence in the EU-28 which reflects what is recorded by an organisation interacting with a victim or a perpetrator, but cannot reflect the prevalence of gender-based violence due to under-reporting, gender bias and a lack of national coordination of the registering services such as justice, police, health.

EIGE developed a mapping tool providing information on the current status of the main administrative data sources and statistical products containing statistical information on gender-based violence and published these data on EIGE's website<sup>52</sup>. The mapping tool also offered the groundwork for exploring the feasibility of incorporating it into EIGE's gender statistics database data and comprehensive metadata coming from national sources.

EIGE has also made efforts to contribute to the overall goal of having a regular collection of reliable and comparable data on violence against women in all EU Member States, including both

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<sup>50</sup> Asian Development Bank, *Administrative Data Sources for Compiling Millennium Development Goals and Related Indicators: A Reference Handbook on Using Data from Education, Health, and Vital Registration Systems Featuring Practices and Experiences from Selected Countries*, Asian Development Bank, 2010, p. 50.

<sup>51</sup> Department of Economic and Social Affairs, Statistics Division, *The World's Women 2005: Progress in Statistics*, United Nations, New York, 2006, ST/ESA/STAT/SER.K/17, p. 67. Available at: [http://unstats.un.org/unsd/demographic/products/indwmi/ww2005\\_pub/English/WW2005\\_text\\_complete\\_BW.pdf](http://unstats.un.org/unsd/demographic/products/indwmi/ww2005_pub/English/WW2005_text_complete_BW.pdf).

<sup>52</sup> <http://eige.europa.eu/gender-based-violence/administrative-data-sources>

prevalence survey data and administrative data. In particular, it has recently launched a study on terminology and indicators for data collection on rape, femicide and intimate partner violence and on good practices on administrative data collection on violence against women<sup>53</sup>.

Statistical data and metadata on gender-based violence are displayed in the database under thematic areas, the entry point of the Beijing Platform for Action indicators within the critical area of violence against women and the Gender Equality Index.

Taking into account that the challenge of comparability is more prominent in this area, and despite the efforts implemented by Member States to produce survey and administrative statistics on gender-based violence, access to national and international data and metadata has been provided in EIGE's gender statistics database with specific extraction and visualisation functionalities that highlight the lack of comparability within Member States.

EIGE is launching this invitation to tender for a framework contract with a professional service provider who can ensure the data collection, technical maintenance, content update and further development of a gender statistics database which follows an agreed structure and complies with standards of an agreed quality control plan.

## 1.2 Scope

The scope of this Framework Contract considers the maintenance and update of EIGE's database on gender statistics as the key service to be requested.

Taking into account that EIGE's gender statistics database is the resource compiling the entire Institute's work related to gender statistics, other tasks and activities with an impact on EIGE's work related to gender statistics are also contemplated in the range of services to be requested. It includes the collection, analysis and presentation of statistical data and metadata under particular areas relevant for gender analysis.

The geographical coverage of the contract applies to the 28 EU Member States and the beneficiary countries of the Instrument for Pre-Accession Assistance (IPA)<sup>54</sup>. To a more limited extent, the geographical coverage should include countries that are part of the EU Neighbourhood Policy<sup>55</sup> when relevant statistical data and metadata are available.

For some specific entry points included in EIGE's gender statistics database, the scope of the geographical coverage may be extended. It is the case of data on women and men in decision-making which additionally to the 28 EU Member States currently collects data from the five candidate countries (Montenegro, the former Yugoslav Republic of Macedonia – FYROM, Serbia and Turkey), and the remaining European Economic Area – EEA countries (Liechtenstein, Iceland and Norway). EIGE is taking over from the EC the collection of these data from 2017 onwards.

The time frame of the current framework foresees the coverage of two years which can be extended for two more years upon renewal of the contract, starting from the quarter 3 in 2016.

The indicative range of services EIGE may require under this Framework Contract is related to the collection<sup>56</sup>, production and dissemination of gender statistics whether through improved methodologies, the identification of better quality data or the preparation of outputs specifically tailored to meet the needs of EIGE's stakeholders.

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<sup>53</sup> <http://eige.europa.eu/about-eige/procurement>

<sup>54</sup> [http://ec.europa.eu/enlargement/instruments/overview/index\\_en.htm](http://ec.europa.eu/enlargement/instruments/overview/index_en.htm)

<sup>55</sup> [http://ec.europa.eu/enlargement/neighbourhood/countries/index\\_en.htm](http://ec.europa.eu/enlargement/neighbourhood/countries/index_en.htm).

<sup>56</sup> It involves the collection of primary and secondary statistics data and metadata (see part 1.13 for clarification of concepts)

The tasks and services required under this contract address the content of the database. However, the contractor should work closely with other EIGE's service providers with specific functions such as the web design, interface maintenance and/or other communication activities. The contractor is therefore requested to prepare all deliverables within the necessary structure and required compatible format.

The database is EIGE's statistical information system on gender. It is the focus of the statistical information flow produced by the Institute. EIGE's information flow (qualitative and quantitative) is continuously organised and displayed following a structure reflecting EIGE's mandate for the benefit of EIGE's objectives, priorities and focal areas of work.

Following its organising principles, currently the landing page of the database considers six entry points (<http://eige.europa.eu/gender-statistics/dqs>), reflecting different areas which are relevant from the gender perspective and within the policy framework of the EU. Coherence and consistency must be ensured along the entry points. Particular attention should be given to each of them and specific expertise is required to address their different features and needs.

The performance of this contract for the further development of EIGE's work on gender statistics should be based on the elements, features and quality criteria set for gender-sensitive statistics which are described above.

## **Lots**

This call for tender is divided into two Lots:

**Lot 1** – Maintenance, development and updating of statistical data and metadata of EIGE's gender statistics database/monitoring of its usability and relevance and the production of reports as requested to support the dissemination process

**Lot 2** – Collection of data on women and men in decision-making positions as outlined above and ensuring coherence and consistency with the maintenance, development and updating process of EIGE's gender statistics database and the production of related reports

## **1.3 Objectives**

The objective of this project is to maintain, develop and update EIGE's gender statistics database as a centralised resource of gender statistics and tool for knowledge management as well as to support the dissemination process of the database and other related services.

This contract entails the statistical collection, analysis, validation and processing of data and metadata for dissemination in the fields and functions currently covered by EIGE's gender statistics database.

The specific objectives to be considered by the contractor are as follows:

**Lot 1:**

- regular updating of the database regarding its content and structure in all entry points and geographical areas covered
- possible collection of data under some designated specific areas relevant within the EU policy priorities on gender equality and improvement of the methodology (where necessary) to ensure the relevance and comparability of the statistics
- preparation of the content and regular updates for the webpages related to the database
- ensuring and validate the quality of statistical data and metadata
- drafting reports analysing the situation and trends of some designated emerging issues in gender statistics such as 'Gender equality and migration' or 'intersection of age and gender'
- monitoring and promoting the quality and usage of the database – development of a monitoring package to measure the usage of the gender statistics database in order to establish the needs of stakeholders and to ensure it serves as a valuable resource
- monitoring performance and maintenance of the database management system (MongoDB) and the database design.

**Lot 2:**

- ensuring continuity to data collection on women and men in decision-making positions and a consolidated taking-over of the database from the European Commission by EIGE
- drafting reports analysing the situation and trends on women and men in decision-making positions within the EU and other geographic areas covered by the database.

**1.4 Indicative range of activities, tasks and deliverables per lot**

Below there is a list of activities, tasks and deliverables per lot that the contractor is expected to produce and undertake. Depending on the contractor's methodology for the provision of services, these activities might change but a deviation from the activities below may happen only subject to agreement with EIGE. The performance of these activities is not necessarily sequential. On the contrary, it is expected that the activities will require feedback cycles and may also be performed in parallel.

The list below is not exhaustive. For each request for services EIGE will provide the contractor with a detailed list of requirements. The contractor will then submit a detailed price offer based on these requirements. Any other service required for the implementation of this Framework Contract which has not been described in these specifications, may be subject to an ad-hoc quotation.

**Lot 1 – Maintenance, development and updating of statistical data and metadata of EIGE's gender statistics database; monitoring of its usability and relevance; and the production of reports upon request to support the dissemination process**

This lot should ensure the management of the gender statistics framework over all six entry points currently considered within EIGE's gender statistics database:

- Thematic areas
- Policy areas
- EU Strategies
- Beijing Platform for Action
- Gender Equality Index
- Women and men in decision-making

It is aimed to collect and/or gather statistical data and metadata in order to transfer it to the entity responsible for the interface management of EIGE's web services.

It is also aimed to gather and collect when relevant all the information available in the EU and at the MS level on gender-based violence upon request.

It covers the development of communication products targeting the six entry points and specific areas of gender statistics.

The development of knowledge products based on the information displayed by the database as well as the monitoring of the needs of its users, stakeholders and partners are also considered under this lot.

Indicative summary of data sources to be regularly monitored within the scope of tasks considered under this lot.

<u>Source</u>	<u>Action</u>
Eurostat online database	Run and verify update
EU statistics on income and living conditions (EU-SILC)	Analyse and import from micro data
EU Labour Force Survey	Analyse and import from micro data
BPfA indicators	Verify accuracy; Check with EIGE that all tables are still up to date
Gender Equality Index indicators	Update presentation; add constituent variables
Statistics on gender-based violence	Analyse and import attitudes data from micro data; explore international and national sources availability
EU lesbian, gay, bisexual and transgender survey	Analyse and import from macro data (tables on website)
Eurofound European Working Conditions Surveys (EWCS)	Analyse and import from micro data
Eurofound European Quality of Life Survey (EQLS)	Analyse and import from micro data
European Social Survey	Analyse and import from micro data
European Values Study & World Values Survey	Analyse, but do not currently import
Eurobarometer	Analyse and import from micro data
Generations and Gender Study	Analyse and import from micro data
Programme for International Student Assessment	Analyse and import from macro data

European Monitoring Centre for Drugs and drug Addiction surveys	Analyse and import - irregular years and releases
ESPAD	Analyse and import from micro data
United Nations 'Minimum Set of Gender Indicators'	Verify that EIGE's Database includes all the data covered there; import any missing datasets from original sources
United Nations Economic Commission for Europe (UNECE) database	Verify that EIGE's Database includes all the data covered there; import any missing datasets from UNECE macro data or original sources
World Health Organization (WHO) database	Verify that EIGE's Database includes all the data covered there; import missing datasets from WHO macro data (we know some exist)
United Nations Office on Drugs and Crime (UNODC) database	Verify that EIGE's Database includes all the data covered there; import any missing datasets from UNODC macro data
She Figures	Analyse and import from macro data

This lot also covers the technical monitoring and maintenance of the database management system (MongoDB) and schema: installing updates, making all changes in the database which will be necessary for the hosting of data and metadata, enabling and monitoring the automatic insertion of data and metadata from sources, monitoring the performance and taking the necessary measures to improve performance etc.

## Activity 1

### **Maintenance and updating of EIGE's Gender Statistics Database**

The contractor will take over the maintenance of the existing database (based on MongoDB), update it regularly (mainly on the basis of all possible new releases and collection of gender statistical data and metadata) and improve/develop it where needed (for example, insertion of new domains and/ or countries). The technical information about the system used for the current database is included in Annex 1, the database application and technical description is in Annex 2 'Administrator guide'.

The contractor must ensure that the information in the database is up-to-date, comprehensive and reliable. The contractor must include in the bid detailed information on how he/she will ensure the quality and security of data/information such as the accurate usage of micro data. The contractor must provide to EIGE – according to the periods agreed with EIGE – short quality reports describing the situation, problems encountered and the solutions implemented to mitigate them.

As a general rule, the contractor should follow the existing methodology and indicators (see database webpages and methodology<sup>57</sup>) and improve/update it where relevant in agreement with EIGE. Therefore, the contractor shall review the metadata/descriptions/sources of information, etc. where necessary.

<sup>57</sup> <http://eige.europa.eu/gender-statistics>

The contractor should also ensure that the database software is up to date and runs without problems and that the automatic connections with data sources are active.

The following tasks are required for the completion of this activity:

- familiarisation with the content, structure and technical features of EIGE's gender statistics database;
- ensuring links when appropriate, coherence and consistency with quantitative and qualitative information displayed under other areas of EIGE's webpage;
- assessment of new releases of statistical data and metadata from the international sources already considered in the database;
- assessment and feasibility analysis to consider new sources of statistical information at the national and international level;
- validation of the statistical information collected and/or gathered (data and metadata), taking into account the quality criteria established within the European Statistical System;
- monitoring of the database management system performance and taking the necessary measures to improve the performance;
- administrating the database: updating the database management system with modules, updates and hotfixes which will be necessary for the smooth operation of the database, enabling and maintaining the connections with data sources;
- updating the database design to fulfil the requirements of storing the data and metadata.

### **Expected deliverables/outputs**

#### Regular deliverables/outputs:

- report and map new releases of statistical data and metadata produced by international and national data providers relevant from the gender perspective;
- quality reports on the data collected/gathered for the benefit of interpretation/analysis of data and to be documented in the metadata;
- methodological proposal to integrate new statistical data and metadata in the database as well as new sources of statistics to be considered;
- regular collection/extraction and validation of data;
- regular maintenance and updates of the database (statistical data and metadata included);
- monitoring reports of the database management system performance;
- the database management system is fine-tuned and updated with the necessary modules, updates and hotfixes;
- connections with data sources are enabled and data are inserted automatically to the database where possible;
- the database design is able to support the insertion of data and metadata; procedures to maintain the database and recommendations to secure the content are set-up;
- back-up and restoring procedures are set-up.

#### Where/when relevant:

- Updated methodology.

## **Activity 2**

### **Development and improvement of EIGE's gender statistics database structure and functionalities**

This activity entails systematic consultations of users and analysis of their needs through online surveys and other adequate tools conceived by the contractor targeting different categories of stakeholders such as researchers, experts, policy makers and journalists.

The main goal of this activity is to collect and gather feedback from users about the database in order to improve it and respond to possible users' needs which have not been considered yet.

This activity must rely on the basis of the feedback obtained from users, new policy priorities within the EU framework, new statistical data and metadata releases from primary sources. It should be in line with the working programmes followed by EIGE and connected with the Institute's areas of work.

The contractor should consider the following tasks for the performance of this activity:

- familiarisation with EIGE's gender statistics database structure and interface functionalities;
- implementation of several consultations to the database users, analysis and reporting of the results;
- feasibility analysis and impact assessment of the proposed improvements on the database;
- validation of the current structure developed for the database, its browsing tree, keyword search and specific entry points.

### **Expected deliverables/outputs**

- processing users' feedback and proposing improvement of the database structure considering possible implications on the interface functionalities;
- proposal for improvement of the database features and functionalities following users' needs;
- contribution and participation in EIGE's events such as experts' meetings and online discussions on the topic related to EIGE's gender statistics database;
- final list of third-party software to be used (if any). Priority shall be given to open-source tools.

## **Activity 3**

### **Update statistical data and metadata on gender-based violence in the database and associated mapping tables where relevant**

On the basis of EIGE's work with administrative data, the contractor is expected to update the statistical data and metadata already considered under gender-based violence in the database.

Taking into account the difficulties related to statistical information and data collection under this specific area, the Institute has been providing a special attention to it by:

- gathering statistical data and metadata from national sources and those produced at the national level;
- disseminating data highlighting the difficulties related to the lack of comparability within Member States.

The tasks required to complement the endeavour under this activity are as follows:

- ensuring links where appropriate, coherence and consistency with quantitative and qualitative information displayed under the area of gender-based violence on EIGE's webpage;

- assessment of new releases of gender-based violence statistical data and metadata from national and international sources already considered in the database;
- assessment and feasibility analysis to consider new sources of gender-based violence statistical information at the national and international level;
- validation of the statistical information gathered/collected (data and metadata), taking into account the quality criteria established within the European Statistical System.

### **Expected deliverables/outputs**

#### Regular deliverables/outputs:

- report and map the existing statistical datasets produced by EIGE within the framework of gender-based violence;
- report and map new releases of gender statistics data and metadata produced by international and national data providers;
- quality reports on the data collected/gathered for the benefit of interpretation/analysis of data and to be documented in the metadata;
- mapping of sources of gender-based violence statistical information produced by Member States in order to update EIGE's mapping tool on administrative data sources after 2013;
- regular collection and validation of data and metadata;
- regular maintenance and updates of the database.

#### Where/when relevant:

- updated methodology and associated mapping tables;
- updated methodology when relevant.

## **Activity 4**

### **Collection of data on gender-based violence from administrative data sources available at the national level**

Taking into account that the challenge of comparability is more prominent in statistics on gender-based violence, EIGE has been closely cooperating with Member States to provide visibility to the national efforts of the EU countries to produce comparable statistics within this area.

Additionally and complementary to Eurostat and other international prominent data providers, the database displays under a specific section, statistical data and metadata produced at the national level, which are non-comparable across countries. The sources of these data are police, judiciary, health, social services and/or national surveys<sup>58</sup> which address specific national needs within each specific country policy framework.

Considering the work developed by EIGE within the specific area of gender-based violence and the cooperation established with Member States, the contractor should provide continuity to the collection of data within this specific area.

The envisioned tasks for the completion of this activity are:

- familiarisation with the tables on gender-based violence reflecting the data collected at the national level and included in the database;
- close work with EIGE and its national stakeholders in order to update and collect statistics and information on gender-based violence.

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<sup>58</sup> [http://eige.europa.eu/gender-statistics/dgs/indicator/ta\\_gbv\\_prev\\_prev\\_admin](http://eige.europa.eu/gender-statistics/dgs/indicator/ta_gbv_prev_prev_admin)

## **Expected deliverables/outputs**

### Regular deliverables/outputs:

- regular collection and validation of available data;
- regular maintenance and updates of the database.

### Where/when relevant:

- updated methodology and associated mapping tables;
- updated methodology.

## **Activity 5**

### **Prepare files for dissemination via EIGE's gender statistics database**

The database follows the SDMX (Statistical Data and Metadata eXchange) standard<sup>59</sup>. After each update of the production of the database the contractor will be required to produce SDMX data and metadata files for each topic update and deliver these for an automated upload on EIGE's server. The SDMX data files should be prepared according to data structure definitions (DSDs) and should comply with Eurostat's SDMX Metadata Structure (SDMS)<sup>60</sup>.

The following tasks should be considered under this activity:

- applying as a minimum the following fields of metadata structure of the EU standards for statistical data and metadata exchange:
  - Section 1 (Contact)
  - Section 2 (Metadata update)
  - Section 3 (Statistical Presentation), with particular focus on divisions 3.1 (Data description), 3.2 (Classification system) and, most importantly, 3.4 (Reference period)
  - Section 4 (Unit of measure) and section 5 (Reference period)
  - Section 12 (Quality management)
  - Section 20 (Statistical processing)
- validation of the statistics collected taking into account the quality criteria of the European Statistical System.

### **Expected deliverables/outputs**

Regular production of SDMX data and metadata files for each updated topic and delivery for an automated upload of the database.

## **Activity 6**

### **Promoting and monitoring the database usage**

As mentioned previously<sup>61</sup>, the process of establishing a consolidated and reliable resource on gender statistics requires a strong cooperation and collaboration between users and producers of gender sensitive data. It entails several consultations of gender statistics users and analysis of their needs as well as the establishment and revision, when relevant, of data sharing agreements with

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<sup>59</sup> <https://webgate.ec.europa.eu/lpfis/mwikis/sdmx/index.php/SDMX>

<sup>60</sup> <http://ec.europa.eu/eurostat/data/metadata/metadata-structure>

<sup>61</sup> See part 1.1.1 General Background

national and international statistics data producers/providers such as Eurostat and National Statistics Offices.

Under this activity, in cooperation with EIGE, the contractor will contribute to the fulfilment of this two-fold approach by ensuring the promotion and usage of the database and making the link between statistical producers, users and the database stakeholders.

The main tasks required for meeting this activity are:

- collection of users' feedback through online surveys, online discussions and/or targeted interviews;
- desk and web search on statistical providers and EIGE's main stakeholders.

#### **Expected deliverables/outputs**

- development of a monitoring tool to measure usage of the database;
- measure of usage to serve as a baseline for future monitoring.

### **Activity 7**

#### **Prepare statistical notes and short reports/contributions to factsheets, leaflets and/or other EIGE's publications**

The contractor will make contributions to EIGE's documents/publications, as appropriate: estimation of 10 contributions per year (in English). This may include the preparation of factsheets in specific domains covered by the database and other input for dissemination materials such as leaflets.

The contractor will provide a detailed analysis including graphs and tables (with an estimate of 6-8 pages in English) on the situation and developments on the participation of women and men regarding the different domains and topics included in EIGE's gender statistics database.

The reports should be prepared in English and follow EIGE's guide style for publications<sup>62</sup>.

The contractor will provide a detailed analysis including graphs and tables (in English) on the situation and relevant developments regarding progress and/or regress on gender equality given the EU policy priorities.

Required tasks:

- working in close cooperation with EIGE and proposing recent examples of measures and good practices;
- desk/web research building on existing literature (policy documents and reports from the EU institutions, national governments and relevant stakeholders; studies, publications, as appropriate).

#### **Expected deliverables/outputs**

- statistical notes/contributions written for EIGE's publications;
- statistical analyses of the situation (including developments) of women and men under the areas covered by the database;
- summaries showing the main developments within 6-month period since the latest update of the database.

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<sup>62</sup> <http://eige.europa.eu/about-eige/documents-registry/eige-style-guide>

### Indicative timetable

**Year 2016 (4<sup>th</sup> quarter):** the contractor will draft statistical notes and/or contributions to EIGE's publications.

Estimation:

- 3 contributions of 6-8 pages plus graphs and tables as appropriate, in English. This may include a short analysis of main developments during the year and over time, the preparation of factsheets in specific domains covered by the database.
- 1 note on general developments in the more important areas of the database that will contribute to EIGE's reports, factsheets and/or other analysis (including most recent data on situation and analysis of trends over-time and good practice examples, if available).

**Year 2017:** the contractor will draft statistical notes/contributions, statistical analysis and summaries for 6-month period since the latest update of the database.

Estimation:

- 7 statistical notes/contributions, statistical analysis of 6-8 pages plus graphs and tables as appropriate, in English;
- 2 summaries showing the main developments within 6-month period since the latest update of the database with highlights about improvements or gaps in the production of statistical information under certain areas covered by the database of 6-8 pages plus graphs and tables as appropriate, in English;
- 1 proposal for an updated leaflet on the main features of EIGE's gender statistics database and/or brief dissemination of EIGE's work on gender statistics<sup>63</sup>;
- 1 note on general developments in the more important areas of the database that will contribute to EIGE's reports, factsheets and/or other analysis (including most recent data on situation and analysis of trends over-time and good practice examples, if available).

**Year 2018:** the contractor will draft statistical notes/contributions, statistical analysis and summaries for 6 month period since the latest update of the database.

Estimation:

- 8 statistical notes/contributions, statistical analysis of 6-8 pages plus graphs and tables as appropriate, in English;
- 2 summaries showing the main developments for 6 month period since the latest update of the database with highlights about improvements or gaps on the production of statistical information under certain areas covered by the database of 6-8 pages plus graphs and tables as appropriate, in English;
- 1 note on general developments in the more important areas of the database that will contribute to EIGE's reports, factsheets and/or other analysis (including most recent data on the situation and analysis of trends over-time and good practice examples, if available).

The time frame of the current framework contract foresees the coverage of 2 years which can be extended for 2 more years of repetitive recurrent deliverables upon renewal of the contract.

### Activity 8

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<sup>63</sup> <http://eige.europa.eu/sites/default/files/documents/MH0214932ENN.pdf>

**Contribute to EIGE's work on the development of the conceptual and measuring framework under existing entry points in the database and/or development of additional entry points under emerging EU priority areas**

The contractor might be requested to contribute to the development of conceptual and measuring frameworks which already exist in the database such as the identification/collection of relevant indicators on health and gender – as identified by experts – that will not all be included into the core of the Gender Equality Index, but could become part of the statistics database by considering further relevant break-downs reflecting other types of group variances.

Under this activity, the contractor can also be requested to implement the necessary tasks for the integration of additional entry points in line with emerging EU policy priorities and gender equality areas. For example, a new entry point might be envisaged on women's economic empowerment taking into account the relevance of this concern under the EC's Strategic engagement for gender equality 2016–2019.

Consequently, additional collection of data and metadata might be required in line with the new conceptual and measuring frameworks developed or improved.

The envisioned tasks for the completion of this activity are:

- work in close cooperation with EIGE and propose recent examples of indicators, related data collection and good practices;
- desk/web research building on existing literature (policy documents and reports from the EU institutions, national governments and relevant stakeholders; studies, publications, as appropriate);
- close work with EIGE and its international/national stakeholders in order to improve the required conceptual and measurement frameworks.

**Expected deliverables/outputs**

- proposal of new and/or updated concepts and indicators as required;
- development of rationale for a new entry point in the database;
- organisation of workshops with concerned national and international experts;
- collection of data according to the new developed measurement framework.

**Activity 9**

**Specific ad hoc requests**

The tenderer shall take into account in his/her bid that she/he will be required to respond to specific requests for information and short analyses in relation to specific ad hoc requests. The replies shall be provided in English.

Some examples:

- The contractor may be asked to extract specific data from the database following the request of relevant stakeholders.
- The contractor might be asked to make some desk/web research on specific topics. For example, the contractor can be asked to look for urgent information on countries and/or areas which are not covered yet by the database.
- The contractor might be asked to prepare some specific graphs and/or PowerPoint presentations showing the results of the data collected in selected domains.

The contractor will be required to provide responses to these requests within five calendar days unless otherwise agreed with EIGE.

## **Lot 2 – Maintenance, development and updating of statistical data and metadata under the entry point on 'women and men in decision-making positions' of EIGE's gender statistics database and the production of related reports**

This lot is intended to gather data and metadata in order to transfer it to the entity responsible for the interface management of EIGE's web services. It also covers the development of communication products on women in decision-making. The contractor should ensure continuity to the process of data collection on women and men in decision making from 2017 onwards and facilitate a consolidated taking over of the database from the European Commission to EIGE. The related tasks entail the management of women in decision-making framework: data collection and provision of contextual information on women and men in decision-making positions in the EU, IPA and EEA countries on the basis of the European Commission's database on women and men in decision-making (WMID)<sup>64</sup>.

### **Activity 1**

#### **Maintain, develop and update the existing database entry point on women and men in decision-making**

The contractor will collect statistics on women and men in decision-making from various reliable sources (see document on Methodology) at the European and national levels: political institutions, national public administrations, EU institutions and agencies, statistical offices<sup>65</sup>, social partners organisations, publicly listed companies, central banks, EU financial institutions, European and national courts, major NGOs, direct contacts (where necessary), etc. in 35 countries.

The existing database entry point contains data and indicators on women and men in key decision-making positions in the domains listed below. Please note that the list is not exhaustive. For all the detailed domains and functions to be covered by the contract, see database webpages and the methodology<sup>66</sup>.

- **Politics:** including political organisations at EU level (e.g. EC, European Parliament, etc.), at national level (e.g. national parliament including the leaders of major political parties, national government), at regional level (e.g. regional governments, regional councils) and at local level (municipalities or equivalent).
- **Public administration:** including senior civil servants at EU and national levels.
- **Judiciary:** including selected Courts at EU and national levels.
- **Business and finance:** including other largest quoted companies (currently defined as the nationally registered constituents (maximum 50) of the primary blue chip index of the stock exchange), the central banks and EU Financial institutions.
- **Social partners and NGOs:** including the European social partners' organisations at EU and national levels, some EU level NGOs, etc.
- **Environment and climate change:** including some institutions, bodies and organisations at international level, at European level and at national level (see database webpages).

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<sup>64</sup> [http://ec.europa.eu/justice/gender-equality/gender-decision-making/database/index\\_en.htm](http://ec.europa.eu/justice/gender-equality/gender-decision-making/database/index_en.htm)

<sup>65</sup> Please note that in most cases data are not available in national statistical offices.

<sup>66</sup> [http://ec.europa.eu/justice/gender-equality/gender-decision-making/database/index\\_en.htm](http://ec.europa.eu/justice/gender-equality/gender-decision-making/database/index_en.htm)

- **Media:** national publicly owned broadcaster organisations and independent regulatory authorities.
- **Background data:** women and men in the total population, persons in employment and leaders of companies and small enterprises.<sup>67</sup>

The following tasks should be performed under this activity:

- Collection of data ensuring quality, coherence and consistency with the previous database on women and men in decision-making positions established by the EC in 2003. The contractor must use the current methodology and indicators to ensure comparability over time and to avoid a break on the series.
- Collection, validation, processing and presentation of statistical data on women and men in decision-making positions in the fields and functions covered by the current European Commission's database (see database webpages and methodology).
- Ensuring quality of data  
The contractor must ensure that the information in the database is up to date, comprehensive and reliable. The contractor must include in the bid detailed information on how he/she will ensure the quality and security of data/information such as the accurate usage of micro data. The contractor must provide to EIGE a short annual quality report describing, the situation, problems encountered and the solutions implemented to mitigate them.
- Scheduling of the data collection and delivery of the micro data file.

The data must be collected on a yearly basis, except for the political domain, the largest quoted companies and social partners organisations at national level, which should be scheduled as follows:

- Politics:
  - data for the national governments, national parliaments and the European level<sup>68</sup> must be updated by quarter;
  - data for the regional level shall be updated annually except in the case of elections when the data for affected regions will be updated with the next quarterly update of political data.

Data for the local level (municipal councils or equivalent) must be updated biennially (every two years)

- Business and finance:
  - largest quoted companies: the data must be collected twice per year (April/October).
  - social partners at national level: data must be updated biennially (every two years).

The contractor must ensure the collection of the data required according to the current time-schedule/month (see webpages of current database). A detailed timetable must be provided in the offer.

### **Expected deliverables/outputs**

#### **Regular deliverables/outputs:**

- regular collection and validation of data;

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<sup>67</sup> Source: EU Labour Force Survey (see definitions in the database).

<sup>68</sup> In the political domain, the European level include: the European Commission, the European Parliament, the European Economic and Social Committee and the Committee of Regions.

- regular updating of the database and delivery of the micro data file;
- proposal of a methodology on the collection of data on required areas under the database such as women and men in decision making in sport. The proposed methodology should be consistent with the approach applied to the other areas of women and men in decision making data collection;
- quality report on the data collected.

Where/when relevant:

- Updated methodology and associated mapping tables.

**Indicative timetable of the expected deliverables**

	Quarterly	Twice per year (April/October)	Annually	Every two years
Short quality report			x	
Politics				
• National governments	x			
• National parliaments	x			
• European level	x			
• Regional level			x	
• Regional level – elections	x			x
• Local level				
Public administration			x	
Judiciary			x	
Business and finance			x	
• Largest quoted companies		x		
Social partners and NGOs			x	
• National level				x
Environment and climate change			x	
Media			x	

**Activity 2**

**Expanding data collection on women and men in decision-making positions**

New domains might be integrated in the database under this entry point. A specific focus will be put on expanding the collection of data related to the social power<sup>69</sup> domain (sports organisations, media etc.). With reference to media, the contractor might be requested to collect data on some of the indicators developed for the follow-up of the BPfA<sup>70</sup>.

<sup>69</sup> The concept of 'social power' should be approached as set within the conceptual framework of the Gender Equality Index which focuses, in the domain of power, on the gap between women's and men's participation in different levels of political, social and economic power. The sub-domain of political power includes gaps in representation in legislative and executive power at different levels. **Social power is considered because of its symbolic impact on the society and the concept includes access to positions of power in the fields of science and technology, academia, media, religious organisations and civil society.** The economic power sub-domain includes participation in business and economic areas, including boards of quoted companies, and financial institutions (EIGE, 2013a: 26-28).

<sup>70</sup> Some data on media is already being collected (see database <http://eige.europa.eu/gender-statistics/dgs>).

Decisions on possible new areas for data collection will be thoroughly discussed between EIGE and the European Commission. On the other hand, the contractor will work closely with EIGE in order to identify the feasibility of integrating new areas for the enlargement of data collection according to stakeholders' needs, its relevance within the priorities of the EU policy framework and availability of information at national and international level.

The following tasks should be performed under this activity:

- developing the methodology for the collection of data under new domains of interest on women and men in decision-making positions;
- desk and web research in order to follow the new policy developments on women and men in decision-making positions in order to identify new domains and expand the data collection under this area.

### **Expected deliverables/outputs**

Regular deliverables/outputs:

- proposal for improving methodology on the collection of data on required areas under the database. The proposed methodology should be consistent with the approach applied to other areas of women and men in decision making data collection;
- quality report on the data collected.

Where/when relevant:

- updated methodology and associated mapping tables, following the integration of new areas of data collection on women and men in decision making;
- report and mapping of the situation and making a methodological proposal to integrate new countries in the database.

### **Activity 3**

#### **Prepare statistical notes and short reports/contributions to factsheets, leaflets and/or other publications of EIGE**

The contractor will make contributions to EIGE's documents/publications, as appropriate: an estimated 10 contributions per year will be needed (in English). This may include the preparation of factsheets in specific domains covered by the database and other input for dissemination materials such as leaflets.

The reports (statistical notes, short reports and/or contributions to factsheets leaflets and/or other publications) should be prepared in English and should follow EIGE's guide style for publications<sup>71</sup>.

The contractor will provide a detailed analysis (with an estimate of 6-8 pages in English including graphs and tables) on the situation and relevant developments regarding progress and/or regress on gender equality given the EU policy priorities in the area of decision making.

Required tasks:

- work in close cooperation with EIGE and propose examples of reporting on statistical trends in the area of women and men in decision making positions;
- desk/web research building on existing literature (policy documents and reports from the EU institutions, national governments and relevant stakeholders; studies, publications, as appropriate).

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<sup>71</sup> <http://eige.europa.eu/about-eige/documents-registry/eige-style-guide>

### **Expected deliverables/outputs**

- two statistical notes per year analysing the situation and developments over time on the participation of women and men on boards in the largest publicly listed companies after data collection on the topic. The notes must be delivered in May and in November (each contractual year);
- statistical notes/contributions for EIGE's publications;
- statistical analyses of the situation (including developments) of women and men under the areas covered by the database;
- summaries showing the main developments within 6 month-period since the latest update of the entry point of women and men in decision making in the database.

#### Indicative timetable

**Year 2016 (4<sup>th</sup> quarter):** the contractor will draft statistical notes and/or contributions to EIGE's publications

#### Estimation:

- 3 contributions of 6-8 pages plus graphs and tables as appropriate, in English. This may include a short analysis of main developments during the year and over time, the preparation of factsheets on women and men in decision making area.

**Year 2017:** the contractor will draft statistical notes/contributions, statistical analysis and summaries for 6 month-period since the latest update of the database.

#### Estimation:

- 7 statistical notes/contributions, statistical analysis of 6-8 pages plus graphs and tables as appropriate, in English.
- 2 summaries showing the main developments for 6-month period since the latest update of the database with highlights about improvements or gaps on the production of statistical information under certain areas covered by the database of 6-8 pages plus graphs and tables as appropriate, in English.

**Year 2018:** the contractor will draft statistical notes/contributions, statistical analysis and summaries for 6-month period since the latest update of the entry point on women and men in decision making.

#### Estimation:

- 8 statistical notes/contributions, statistical analysis of 6-8 pages plus graphs and tables as appropriate, in English.
- 2 summaries showing the main developments within 6-month period since the latest update of the database with highlights about improvements or gaps on the production of statistical information on women and men in decision making. The summary is estimated to be of 6-8 pages plus graphs and tables as appropriate, written in English.

The time frame of the current framework contract foresees the coverage of 2 years which can be extended for 2 more years of repetitive recurrent deliverables upon renewal of the contract.

## **Activity 4**

### **Specific ad hoc requests**

The tenderer shall take into account in his/her bid that he/she will be required to respond to specific requests for information and short analyses in relation to specific ad hoc requests. The replies shall be provided in English.

Some examples:

- the contractor might be asked to extract specific data from the database following the request of relevant stakeholders;
- the contractor might be asked to make some desk/web research on specific topics; for example, the contractor can be asked to look for urgent information on countries and/or areas which are not covered yet by the database);
- the contractor might be asked to prepare some specific graphs and/or PowerPoint presentations showing the results of the data collected in selected domains.

The contractor will be required to provide responses to these requests within five calendar days unless otherwise agreed with EIGE. The contractor should be flexible to respect shorter deadlines where necessary.

## **1.5 Meetings and additional deliverables**

### **Lot 1 - Maintenance, development and updating of statistical data and metadata of EIGE's gender statistics database; monitoring of its usability and relevance; and the production of reports upon request to support the dissemination process**

The contractor is required to regularly exchange information with EIGE by telephone calls, emails, production of required outputs and meetings.

The following meetings and additional deliverables are foreseen:

1. An inception meeting to be held in Vilnius within the first 3 weeks after signature of the contract and an inception report summarising the discussion of the inception meeting to be submitted five calendar days after the inception meeting.

The project manager and the senior staff from the Contractor's team shall attend the meeting.

In the first meeting, the Contractor shall present in detail how the method proposed is going to be implemented in light of the initial assessment of information and data, and in particular, how the specific objectives and tasks will be implemented.

EIGE will present the structure, size, interconnections and specificities of EIGE's gender statistics database. EIGE will also present the technical infrastructure in use by EIGE including the software and hardware in use for its web presence.

The contractor is expected to send the list of questions they have one week before the meeting, which will allow EIGE to prepare and answer during the inception meeting.

Based on the agreements reached during this meeting, the Contractor will draw up an Inception report which is to be submitted to EIGE for approval within 10 working days after the first meeting. The inception report will present the organisation of work, the planning and timeline for all activities of the project within the contractual deadline. The document may present results of some initial analysis.

Presentation of the results of the initial analysis shall include:

- the main findings of the preparatory work undertaken;
- a description of the methodology to be used and the problems foreseen;

- an updated work-plan ensuring the submission of the deliverables within the contractual deadline;
- questions for EIGE.

2. Interim meetings (two) and Interim reports (two)

The first interim report shall be submitted at month 8 of the contract and the second shall be submitted at month 15 of the contract. All reports shall indicate the progress of the work. In addition, it should include a quality report and lessons learned about the services and outputs delivered;

One interim meeting will be scheduled and agreed between EIGE and the contractor after delivery of each interim report. The meetings shall be organised on EIGE's premises with the participation of the contractor's team. The contractor should submit a list of questions and possible topics for discussion with EIGE at least 5 working days before each interim meeting.

3. Final report covering all the items described under the specific objectives together with necessary Annexes and updated version of the manual/users' guide of the database (month 24 of the contract).

The contractor is expected to provide a final report documenting the work implemented during the duration of the contract, in line with the methodology proposed and agreed during the inception meeting and reported in the inception report. Judgements, conclusions and recommendations provided shall be clear and explicit.

The Report with corresponding Annexes should be provided electronically.

The Final report shall include the following:

- description of methods on quality assessment applied during the implementation of the project;
- an outline of the decisions made during the course of the project and their rationale;
- the problems encountered and the ways in which they were solved;
- an updated version of the users' manual/guide on its main functionalities for search of information and extraction of data;
- description of all the references and sources reviewed or consulted during the project;
- recommendations for further development of the database.

The overall provisional timeline is the following:

Inception meeting	Week 2
Inception report	Week 3
Interim meeting 1 + interim report 1	Month 8
Interim meeting 2 + interim report 2	Month 15
Set of short reports/contributions to factsheets and/or other publications for EIGE following the indicative timetable under activity 7	W2 following EIGE's request
Final report	Month 24

A detailed timeline should be provided in the offer.

## **Lot 2 - Maintenance, development and updating of statistical data and metadata under the entry point on women and men in decision-making of EIGE's gender statistics database and the production of related reports**

The contractor is required to regularly exchange information with EIGE by telephone, email, the production of required outputs and meetings.

The following meetings and additional deliverables are foreseen:

1. An inception meeting to be held in Vilnius within the first 3 weeks after signature of the contract and an inception report summarising the discussion of the inception meeting to be submitted five calendar days after the inception meeting.

The project manager and the senior staff from the Contractor's team shall attend the meeting.

In the first meeting, the Contractor shall present in detail how the method proposed is going to be implemented in light of the initial assessment of information and data, and in particular, how the specific objectives and tasks will be implemented.

EIGE will present the area of women and men in decision-making and how it has been reflected in EIGE's gender statistics database in reference to its structure, size, interconnections and specificities. EIGE will also present the technical infrastructure in use by EIGE including the software and hardware in use for its web presence.

The contractor is expected to send the list of questions one week before the meeting. The list will allow EIGE to prepare and answer these questions during the inception meeting.

Based on the agreements reached during this meeting, the Contractor will draw up an Inception report which is to be submitted to EIGE for approval within 10 working days after the first meeting. The inception report will present the organisation of work, the planning and timeline for all activities of the project within the contractual deadline. The document may present results of some initial analysis.

Presentation of the results of the initial analysis shall include:

- the main findings of the preparatory work undertaken;
- a description of the methodology to be used and the problems foreseen;
- an updated work-plan ensuring the submission of the deliverables within the contractual deadline;
- questions for EIGE.

2. Interim meetings (two) and Interim reports (two)

The first interim report shall be submitted at month 8 of the contract and the second shall be submitted at month 15 of the contract. All reports shall indicate the progress of the work. In addition, it should include a quality report and lessons learned about the services and outputs delivered;

One interim meeting will be scheduled and agreed between EIGE and the contractor after delivery of each interim report. The meetings shall be organised on EIGE's premises with the participation of the contractor's team. The contractor should submit a list of questions and possible topics for discussion with EIGE at least 5 working days before each interim meeting.

3. Final report covering all the items described under the specific objectives together with necessary Annexes and updated version of the manual/users' guide of the database (month 24 of the contract).

The contractor is expected to provide a final report documenting the work implemented during the duration of the contract, in line with the methodology proposed and agreed during the

inception meeting and reported in the inception report. Judgements, conclusions and recommendations provided shall be clear and explicit.

The Report with corresponding Annexes should be provided electronically.

The Final report shall include the following:

- description of methods on quality assessment applied during the implementation of the project;
- an outline of the decisions made during the course of the project and their rationale;
- the problems encountered and the ways in which they were solved;
- description of all the references and sources reviewed or consulted during the project;
- recommendations for further development of women and men in decision making entry point.

The overall provisional timeline is the following:

Inception meeting	Week 2
Inception report	Week 3
Interim meeting 1 + interim report 1	Month 8
Interim meeting 2 + interim report 2	Month 15
Set of short reports/contributions to factsheets and/or other publications for EIGE following the indicative timetable under activity 3	W2 following EIGE's request
Final report	Month 24

A detailed timeline should be provided in the offer.

## 1.6 Methodology

### **Lot 1 - Maintenance, development and updating of statistical data and metadata of EIGE's gender statistics database; monitoring of its usability and relevance; and the production of reports upon request to support the dissemination process**

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

The contractor should propose the use of the most appropriate methodological approach for ensuring the achievement of the specific objectives, the expected results and the requested services, activities and tasks in a timely, sound and cost-effective manner.

The tenderer must take into account that the work will be done in all official EU languages. This is particularly relevant under some specific areas such as gender-based violence where data collection should be implemented at the national level while the availability of statistics data and metadata exists in the national language.

The proposed methodology should include but not be limited to: quality assessment of statistical data and metadata, survey research, interviews, secondary data and official statistical analysis, qualitative and quantitative analysis and writing.

The contractor will work closely and coordinate the contract implementation with other EIGE's service providers such as the consultant team responsible for data collection on women and men in decision making positions and/or the service provider responsible for EIGE's web design.

In particular, the contractor will develop methods and tools required for:

- collection and production of gender statistics which should adequately reflect differences and inequalities in the situation of women and men in all areas of life addressing stereotypes, social and cultural factors which may induce gender biases;
- adequate statistical data analysis and preparation of statistical outputs to be disseminated ensuring that meaningful differences and similarities between women and men are reflected;
- reporting and communicating the results of the research implemented.

The contractor shall particularly ensure that the content of the information provided is comprehensive, detailed, updated, relevant and useful, is user-friendly and in line with the technical specifications of the database system of EIGE's Resource and Documentation Centre.

It has to be noted that interactions and feedback are expected throughout the execution of this framework contract and should be integrated in the proposed methodology.

For any decision having an impact on costs and/or which can be seen as an exception to the standards herein mentioned, the responsibility for approval lies with EIGE and it must be agreed a priori with EIGE's responsible officer, who should ensure that approval is accorded by hierarchy.

The implementation of the contract should follow a quality assurance of the deliverables and quality control process.

## **Lot 2 - Maintenance, development and updating of statistical data and metadata under the entry point on women and men in decision-making of EIGE's gender statistics database and the production of related reports**

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

The contractor should propose the use of the most appropriate methodological approach to ensure the achievement of the specific objectives, the expected results and the requested services, activities and tasks in a timely, sound and cost-effective manner.

The tenderer must take into account that the work will be done in all official EU languages. Data collection on women and men in decision making entails the establishment of contacts at the national level with national institutions and/or national statistics providers. It might occur that statistics data and metadata are only available in the national language.

The proposed methodology should include but not be limited to: quality assessment of statistical data and metadata, survey research, interviews, secondary data and official statistical analysis, qualitative and quantitative analysis and writing.

The contractor will work closely, while implementing the contract under EIGE's coordination, with other EIGE's service providers such as the consultant team responsible for the management of the six entry points currently considered within EIGE's gender statistics database: and/or the service provider responsible for EIGE's web design.

In particular, the contractor will develop methods and tools required for:

- collection and production of gender statistics which should adequately reflect differences and inequalities in the situation of women and men in all areas of life addressing stereotypes, social and cultural factors which may induce gender biases;
- adequate statistical data analysis and preparation of statistical outputs to be disseminated ensuring that meaningful differences and similarities between women and men are reflected;

- reporting and communicating the results of the research implemented.

The contractor shall pay particular attention to ensuring that the content of the information provided is comprehensive, detailed, updated, relevant and useful, is user-friendly and in line with the technical specifications of the database system of EIGE's Resource and Documentation Centre.

It has to be noted that interactions and feedback are expected throughout the execution of this framework contract and should be integrated in the proposed methodology.

For any decision having an impact on costs and/or which can be seen as an exception to the standards herein mentioned, the responsibility for approval lies with EIGE and it must be agreed a priori with EIGE's responsible officer, who should ensure that approval is accorded by hierarchy.

The implementation of the contract should follow a quality assurance of the deliverables and quality control process.

### **1.7 Communication and reporting**

During the implementation of the contract under both Lot 1 and Lot 2, the contractor should work closely with EIGE through a regular exchange of information.

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

During the course of the contract period, in addition to the first meeting to be held on EIGE's premises in Vilnius, at least 3 more personal meetings are envisaged between the Contractor and representatives of EIGE. During the first 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 will be submitted by the Contractor during the tendering process.

During the following meetings the representatives of EIGE and the Contractor will discuss the outputs delivered. During the meetings information on the implementation, quality control will be agreed and exchanged.

### **1.8 Responsibility**

The following condition is applicable to both Lot 1 and Lot 2:

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

### **1.9 Project team**

#### **Lot 1 - Maintenance, development and updating of statistical data and metadata of EIGE's gender statistics database; monitoring of its usability and relevance; and the production of reports upon request to support the dissemination process**

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 of minimum Level C1 based on Common European Framework of Reference (CEF).

The project manager is in charge of the coordination and administrative tasks of the project, as well as is responsible for contacting and informing EIGE about 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. She/he must ensure responsibility for the content and quality of all the deliverables and to make sure that they are in line with gender equality objectives set for this contract.

The possibility of an interview with EIGE staff for the selection of the researchers should be considered.

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

The organisation of the project team is a key feature and it is fundamental in order to deliver the expected results in the defined timeline. The team must be familiar with the quality criteria of the European Statistical System and EU standards for statistical data and metadata exchange. The tender should demonstrate how those criteria and standards would be applied during the implementation of the required activities.

The required experience of the team members should be explicitly reflected in their CVs, which are to be included in the tenderer's offer (as referred in section 2.4.3.2 of the tender specifications). Tenderers should pay attention to the need to ensure that the research team fulfils the requirements listed below in terms of qualifications and experience.

The team must have a sufficient number of members with the following profiles of professionals and may include further members if needed.

The team must include the following profiles:

#### **Project manager**

Foreseen tasks (non-exhaustive list):

- plan and manage human resources;
- define tasks and deliverables and lead on their execution against time, quality and cost criteria;
- manage the change control process gaining agreement for revisions to the project from EIGE;
- follow-up of decisions and activities;
- review project deliverables;
- assess and manage the project's risks;
- report on the project status and problems;
- manage the administrative/contractual aspects of the project;
- participate in meetings with EIGE and EIGE's stakeholders.

Qualifications and professional experience must include:

- university degree;
- minimum of five years of professional experience in project management;
- proven experience in research management, as manager or coordinator of a least five major international or European projects (preferably research), each involving at least three countries;
- preferable experience on evaluation and assessment of projects, programmes and practices in the context of gender equality;
- excellent knowledge of English (Level C1 based on Europass CV model).

#### **Researcher in quantitative data analysis**

Foreseen tasks (non-exhaustive list):

- design and implement methodologies for statistical data and metadata collection (survey or administrative);

- process and classify statistical metadata information;
- analysis of statistical data:
  - o characterisation
  - o association and correlation
  - o classification
  - o clustering
- design and implementation of methodologies for the description of general properties of data such as class, concepts, correlations, concepts.

Qualifications and professional experience must include:

- university degree in statistics or related field;
- proven experience in international or European research projects which included analysis and processing of data;
- minimum of five years of research experience in quantitative data analysis (preferably with links to gender statistics and relevant subject matters such as employment, gender pay gap, decision making, gender-based violence);
- excellent knowledge of English (Level C1 based on Europass CV model).

### **Researchers on gender equality**

Foreseen tasks (non-exhaustive list):

- designing and implementing methodologies for the collection, processing and production of gender statistics data and metadata;
- designing and implementing methodologies for gender analysis of statistical information taking into account more than one variable to find the origin of the differences and to isolate the proper effect of gender;
- preparing statistical outputs to be disseminated and ensuring that meaningful differences and similarities between women and men are reflected;
- participating in meetings with EIGE and EIGE's stakeholders.

Qualifications and professional experience must include:

- university degree preferably in economics, social sciences or related field;
- proven experience in international or European research projects;
- minimum of five years of research experience in gender equality;
- excellent knowledge of English (Level C1 based on Europass CV model).

### **Senior expert on gender statistics**

Foreseen tasks (non-exhaustive list):

- performing the required calculations in order to process statistical data to be integrated into the database;
- analysing, understanding and documenting the quality requirements of gender statistics and gender-based violence statistics;
- producing proposals for the improvement and updating of a gender statistics database;
- analysing and presenting advantages and disadvantages of proposed solutions;
- participating in meetings with EIGE and EIGE's stakeholders.

Qualifications and professional experience must include:

- university degree;
- proven experience in international or European research projects;
- proven good experience on the development and processing of gender statistics, namely on relevant subject matters such as employment, gender pay gap, decision making, gender-based violence.

### **Quality manager**

Foreseen tasks (non-exhaustive list):

- developing and maintaining Quality Assurance (QA) plan;
- auditing and reporting on compliance with the QA;
- managing the execution of QA and Quality Control activities;
- organising and performing unit, system and integration testing;
- reporting on test results.

Qualifications and professional experience must include:

- university degree;
- minimum of three years of professional experience in quality management;
- proven experience in quality management, as a quality manager of at least three major international or European projects;
- very good knowledge of English (Level B2 based on Europass CV model).

### **Database expert**

Foreseen tasks (non-exhaustive list):

- analysing and designing a database architecture that will satisfy the defined requirements of the application;
- developing relational databases;
- developing the connections between existing databases and the envisaged application;
- monitoring and reporting on the database performance;
- producing the documentation of databases.

Qualifications and professional experience must include:

- minimum of six years of professional experience in database development on SQL;
- proven experience in database development of at least five projects that provide an interface to a database of statistics;
- very good knowledge of English (Level B2 based on Europass CV model).

### **Editor**

Foreseen tasks (non-exhaustive list):

- editing of the project's deliverables;

Qualifications and professional experience:

- university degree in linguistics or related field;
- minimum of five years of experience in editing and proofreading;
- excellent knowledge of English (Level C1 based on Europass CV model).

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

## **Lot 2 - Maintenance, development and updating of statistical data and metadata under the entry point on women and men in decision-making positions of EIGE's gender statistics database and the production of related reports**

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 minimum Level C1 based on 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 about 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. She/he must ensure responsibility for the content and quality of all the deliverables as to make sure that they are in line with gender equality objectives set for this contract.

The possibility of an interview with EIGE staff for the selection of the researchers should be considered.

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

The organisation of the project team is a key feature and it is fundamental in order to deliver the expected results in the defined timeline. The team must be familiar with the quality criteria of the European Statistical System and EU standards for statistical data and metadata exchange. The tender should demonstrate how those criteria and standards would be applied during the implementation of the required activities.

The required experience of the team members should be explicitly reflected in their CVs, which are to be included in the tenderer's offer (as referred in section 2.4.3.2 of the tender specifications). Tenderers should pay attention to the need to ensure that the research team fulfils the requirements listed below in terms of qualifications and experience.

The team must have a sufficient number of members with the following profiles of professionals and may include further members if needed.

The team must include the following profiles:

### **Project manager**

Foreseen tasks (non-exhaustive list):

- planning and managing human resources;
- defining tasks and deliverables and leading their execution against time, quality and cost criteria;
- managing the change control process and obtaining agreement for revisions to the project from EIGE;
- following up on decisions and activities;
- reviewing project deliverables;
- assessing and managing the project's risks;
- reporting on the project status and problems;
- managing the administrative/contractual aspects of the project;
- participating in meetings with EIGE and EIGE's stakeholders.

Qualifications and professional experience must include:

- university degree;
- minimum of five years of professional experience in project management;
- proven experience in research management, as manager or coordinator of a least five major international or European projects (preferably research), each involving at least three countries;
- proven experience on managing projects with a relevant component on statistics and managing statistical databases;
- excellent knowledge of English (Level C1 based on Europass CV model).

### **Researcher in quantitative data analysis**

Envisaged tasks (non-exhaustive list):

- designing and implementing methodologies for statistical data and metadata collection (survey or administrative);
- processing and classifying statistical metadata information
- analysing statistical data:
  - o characterisation;
  - o association and correlation
  - o classification
  - o clustering
- designing and implementing methodologies for the description of general properties of data such as class, concepts, correlations, concepts.

Qualifications and professional experience must include:

- university degree in statistics or related field;
- proven experience in international or European research projects which included analysis and processing of data;
- minimum of five years of research experience in quantitative data analysis (preferably with links to gender statistics and relevant subject matters such as employment, gender pay gap, decision making, gender-based violence);
- excellent knowledge of English (Level C1 based on Europass CV model).

### **Researchers on gender equality**

Foreseen tasks (non-exhaustive list):

- designing and implementing methodologies for the collection, processing and production of gender statistics data and metadata;
- designing and implementing methodologies for gender analysis of statistical information taking into account more than one variable to find the origin of the differences and to isolate the proper effect of gender;
- preparing statistical outputs to be disseminated and ensuring that meaningful differences and similarities between women and men are reflected;
- participating in meetings with EIGE and EIGE's stakeholders.

Qualifications and professional experience must include:

- university degree preferably in economics, social sciences or related field;
- proven experience in international or European research projects;
- minimum of five years of research experience in gender equality issues;
- excellent knowledge of English (Level C1 based on Europass CV model).

### **Senior expert on gender statistics**

Foreseen tasks (non-exhaustive list):

- performing the required calculations in order to process statistical data to be integrated into the database;
- analysing, understanding and documenting the quality requirements of gender statistics in the particular area of women and men in decision making;
- producing proposals for the improvement and updating of a gender statistics database;
- analysing and presenting advantages and disadvantages of proposed solutions;
- participating in meetings with EIGE and EIGE's stakeholders.

Qualifications and professional experience must include:

- university degree in economics, social sciences and/or related field;
- proven experience in international or European research projects;
- proven good experience on the development and processing of gender statistics, namely on the relevant subject matter of women and men in decision making;

### **Quality manager**

Foreseen tasks (non-exhaustive list):

- developing and maintaining Quality Assurance (QA) plan;
- auditing and reporting on compliance with the QA;
- managing the execution of QA and Quality Control activities;
- organising and performing unit, system and integration testing;
- reporting on test results.

Qualifications and professional experience must include:

- university degree;
- minimum of three years of professional experience in quality management;
- proven experience in quality management, as a quality manager of at least three major international or European projects;
- very good knowledge of English (Level B2 based on Europass CV model).

### **Database expert**

Foreseen tasks (non-exhaustive list):

- analysing and designing a database architecture that will satisfy the defined requirements of the application;
- developing relational databases;
- developing the connections between existing databases and the envisaged application;
- monitoring and reporting on the database performance;
- producing the documentation of databases.

Qualifications and professional experience must include:

- minimum of six years of professional experience in database development on SQL;
- proven experience in database development of at least five projects that provide an interface to a database of statistics;
- very good knowledge of English (Level B2 based on Europass CV model).

### **Editor**

Envisaged tasks (non-exhaustive list):

- editing of the project's deliverables;

Qualifications and professional experience

- university degree in linguistics or related field;
- minimum of five years of experience in editing and proofreading;
- excellent knowledge of English (Level C1 based on Europass CV model).

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

## 1.10 Monitoring of project implementation

EIGE will monitor the project in technical and administrative terms. The Contractor should report to the Institute immediately in writing any problems that he/she encounters during the implementation of the contract.

The successful tenderer should 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 to assess the quality of the work.

## 1.11 Assessment of results

The results will be assessed by EIGE as to their usefulness to the final goal of this project which is the maintenance, update and communication of EIGE's gender statistics database.

While the specific list of requirements for the application will be decided during the course of the projects, EIGE's assessment will focus on:

- the degree with which the specified requirements are implemented,
- the respect of deadlines,
- the quality of deliverables.

## 1.12 Clarification of concepts for the purpose of this tender

**Statistical data:** Collections of numerical observations measuring particular phenomena of interest and organised in strict accordance with a particular structure.

**Dataset:** refers to any organised collection of data. Eurostat's convention is followed which defines dataset as a set of observations that:

- (1) measure the same underlying concept (such as 'employment', 'employment rate', 'level of education', 'life expectancy', 'satisfaction with life', etc.),
- (2) are defined in terms of the same dimensions.

The second condition implies that 'Employment by sex and level of education' and 'Employment by age' are two separate datasets, unless observations also exist for intersections of age and level of education (e.g., separate observations for young college graduates and old college graduates). Datasets are the basic (lowest-level) organising elements ('building blocks') of the database.

**Statistical table:** A two-dimensional layout presenting all or some parts of a dataset to the user. To define a table, one or more **row dimensions must be specified**, one or more **column dimensions**, and possibly (but not necessarily) one or more **cell dimensions**.

**Statistical indicator:** Eurostat has adopted the SDMX standard definition of a statistical indicator:<sup>72</sup> 'A data element that represents statistical data for a specified time, place, and other characteristics, and is corrected for at least one dimension (usually size) to allow for meaningful comparisons.' The SDMX vocabulary particularly stresses that 'A simple aggregation such as the number of accidents, total income or women Members of Parliament, is not in itself an indicator, as it is not comparable

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<sup>72</sup> The definition is part of the Metadata Common Vocabulary (MCV), as published in SDMX Content-Oriented Guidelines (COG), Annex 4 "Metadata Common Vocabulary", in 2009 (<http://www.sdmx.org>) and can also be accessed from Eurostat at <http://ec.europa.eu/eurostat/ramon>

between populations. However, if these values are standardised, e.g. number of accidents per thousand of population, average income, or women Members of Parliament as a percentage of the total, the result meets the criteria for an indicator.'

An indicator is therefore a special case of a **measure**, which can be defined in the same way, but without the requirement of controlling for characteristics such as population size. Hence, both employment in 1000s and employment rate in per cent are measures but only the latter is an indicator. In practice, the terms 'measure' and 'indicator' are often used interchangeably, ignoring the requirement of standardisation by population size for indicators.

**Statistical indicator table:** In the context of the gender statistics database, indicators are designed for comparisons across countries and time. To enhance the comparison by controlling for a number of additional dimensions, the values of the indicator are often presented in statistical tables (see definition above). If the dataset used to construct the table contains additional dimensions that are not included as row or column dimensions, these become cell dimensions (with an appropriate choice of fixed categories). Such tables are **statistical indicator tables**.

**Metadata:** Supporting information that helps users understand, interpret, evaluate, and analyse statistical data. Two types of metadata can be distinguished:

- **structural metadata**, which provide a structured description of the way the statistical data and the reference metadata are organised, and
- **reference metadata**, which provide additional descriptive information on the concepts used, the data collection and generation methods employed, and the quality of the data

**Micro data:** Also referred to as micro-level data..It is statistical data observed at the level of individuals, households, or firms (such as data from population surveys).

**Macro data:** Also referred to as macro-level data. It is statistical data observed at the level of countries and/or groups of countries. This includes both data that are directly measured at the country level.

**Primary source:** The original source of data. For macro data observed directly at the country level, this could be simply the organisation collecting and/or aggregating the data (such as Eurostat); whereas for micro data and macro data aggregated from micro data this would be the name of the survey project (such as the EU-LFS, EWCS, or EU-SILC).

**Immediate source:** This is the source used to obtain the data (such as the Eurostat online database).

**Primary data:** If the immediate source is also the primary source, this source is said to provide primary data.

**Secondary data:** If the immediate source is different from the primary source, the immediate source is said to provide secondary data.

**Administrative data:** These are data produced as a result of the administrative processes of organisations. This information is primarily collected for administrative purposes, such as registration, record-keeping or transaction, usually during the delivery of a service, but not for research or statistical purposes (as opposed to survey data). They are considered as primary or raw data.

**Administrative data sources:** They refer to the administrative organisations that collect administrative data, or to the database or collecting system used by that organisation to record administrative data, as in some cases the same administrative unit is responsible for more than one administrative data source.

The sources of administrative data related to violence against women can be broken down by distinct administrative systems or sectors:

- health (e.g. medical centres, emergency services);
- justice (e.g. courts, prosecution offices, criminal and civil justice, prisons);
- police (e.g. municipal, regional and national police);
- social services:
  - Support and assistance (e.g. victim support centres, shelters, legal and psychological counselling, helplines);
  - Social welfare (e.g. subsidised housing, employment aids, welfare benefits).
- Others
  - Civil Society Organisations (CSOs) and privately-owned organisations providing assistance to victims, e.g. women's shelters.
  - Political organisations that do not fall under either of the other categories, e.g. Ministry of Labour.

**Official statistics or statistical products:** Data published by public bodies, government departments and agencies or international organisations, used to provide information on the social and economic issues related to the citizens it represents. They are secondary or processed data. They can be based on administrative data or survey data.

**Statistical gender bias:** An effect, which deprives a statistical result of representativeness by systematically distorting it by prejudiced actions or thoughts based on gender-based perceptions that women are not equal to men. For example, the answers to questions on physical or sexual violence against women would be completely biased with the presence of the partner or other relatives during the interview.

**Forms of violence against women** covered/gathered by the administrative data source:

1. Intimate partner violence (IPV):

All acts of physical, sexual, psychological or economic violence that occur within the family or domestic unit or between former or current spouses or partners, whether or not the perpetrator shares or has shared the same residence as the victim<sup>73</sup>. These include, but are not restricted to, domestic violence.

2. Sexual violence (outside intimate relationships)

• Sexual assault (excluding rape):

These acts refer to any sexual act committed against non-consenting women, even if they do not show signs of resistance, with the exception of rape/penetration<sup>74</sup>.

• Rape:

Any act of sexual penetration, of whatever kind and by whatever means, of a woman's body by the use of violence and threats or by trickery or artifice or by taking advantage of a woman who is not in a position to give free consent or to offer resistance and regardless of whether that person shows signs of resistance<sup>75</sup>.

• Sexual harassment:

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<sup>73</sup> Council of Europe (2011) Convention on preventing and combating Violence against Women and domestic violence. Explanatory report, p. 8.

<sup>74</sup> European Commission (2010) Feasibility report to assess the possibilities, opportunities and needs to standardise national legislation on Violence against Women, violence against children and sexual orientation violence.

<sup>75</sup> Council of Europe, Directorate-General of Human Rights (2006), Combating Violence against Women: Stocktaking report on the measures and actions taken in Council of Europe Member States; European Commission (2010) Feasibility report to assess the possibilities, opportunities and needs to standardise national legislation on Violence against Women, violence against children and sexual orientation violence.

Sexual harassment is any unwanted physical, verbal or non-verbal conduct of a sexual nature, violating the victim's dignity and creating a hostile environment. Acts are inclusive of, but not limited to, vulgar actions, requesting sexual favours, threatening or forcing with the purpose of gaining sexual satisfaction, forcibly imposed sexual intimacy. Sexual harassment is an action which the offender knows, or ought to know, will constitute harassment<sup>76</sup>.

### 3. Stalking

Stalking is defined as seeking the proximity of the victim with serious detriment to the person's lifestyle and arousing, indirectly, directly or virtually, distress, fear or harm in the targeted person. This can be done in particular by trying to establish contact by any means, misusing the victim's personal data for the purpose of ordering goods or services or causing third persons to make contact, threatening the victim or someone close to the victim<sup>77</sup>.

### 4. Femicide

Femicide means intentional murder of women because they are women.<sup>78</sup> For statistical purposes, femicide includes, at least, the number of homicides of women related to (or in the frame of): an intimate relationship between victim and perpetrator; sexual violence; honour killing; and trafficking in human beings.

*Note:* It should be kept in mind that the definitions and scope of what is covered by each of these terms varies within the Member States.

## 2 THE TENDER

### 2.1 Submission of the tender

Participation in Tendering procedures is open on equal terms to all natural and legal persons from one of the EU Member States and to all natural and legal persons in a third country which has a special agreement with the European Union in the field of public procurement on the conditions laid down in that agreement.

Being launched by an EU Agency, this procurement procedure is not opened to the countries parties to the plurilateral agreement on government procurement - GPA (except those mentioned in the previous paragraph).

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. Offers sent by e-mail or by fax will also be non-admissible. Envelopes found open at the opening session will also lead to 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.

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<sup>76</sup> European Commission (2010) Feasibility report to assess the possibilities, opportunities and needs to standardise national legislation on Violence against Women, violence against children and sexual orientation violence.

<sup>77</sup> Based on: European Commission (2010) Feasibility report to assess the possibilities, opportunities and needs to standardise national legislation on Violence against Women, violence against children and sexual orientation violence; Human European Consultancy — Carol Hagemann-White, Thomas Meysen, with Barbara Kavemann, Gila Schindler, Nina Trunk (2010), Feasibility report national legislation on gender violence and violence against children — Report on Germany.

<sup>78</sup> Based on: World Health Organization (2012) Understanding and addressing violence against women.

The tender must remain valid for a period of 9 months from the final date for submission of the tenders. Where the initial contract is stated to be renewed, the offer will remain valid for such renewals. Upon renewals of contract, EIGE reserves the right to request updated forms for exclusion and selection criteria. If the situation concerning these requirements has altered, any changes must be reported immediately to the Institute.

This invitation to tender is intended to be competitive. Any attempt by a tenderer to obtain confidential information, enter into unlawful agreements, collude or make arrangements with competitors, canvass or solicit EIGE staff or influence the evaluation committee or its individual members in any way during the tendering process will render 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 that 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 of the European Union shall apply to this invitation to tender.

## **2.2 Opening of tenders**

Tenders will be opened on:

**16/08/16 at 15:00 Vilnius time**

At the following location:

<p>European Institute for Gender Equality Gedimino pr. 16 01103 Vilnius, Lithuania</p>
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One authorised representative of each tenderer may attend the opening of the bids as observer. Companies wishing to attend are requested to notify their intention at the latest 2 working days in advance to the following e-mail address: [procurement@eige.europa.eu](mailto:procurement@eige.europa.eu). The reference number of the procurement procedure should be clearly indicated.

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 contracting authority 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, additional information can be obtained by sending a request to: e-mail [procurement@eige.europa.eu](mailto: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 EIGE's website, <http://www.eige.europa.eu/content/procurement>. The Institute is not bound to reply to requests for additional information received less than five working days before the final date for 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 call for tenders by supplying information on its website <http://www.eige.europa.eu/content/procurement>.

During the assessment procedure, EIGE may require some clarification in connection with a tender, or in the case that obvious clerical errors in the tender must be corrected. In such an 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. In the absence of the required information or documents, EIGE may disqualify the bid. EIGE reserves the right, however, to request additional evidences 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 coherent fashion (e.g. bound or stapled).

Tenders shall be submitted in an official EU language if possible 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 offer addressing technical specifications and award

Section Five: Financial offer

Standard submission forms are attached 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 the 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/contracts\\_grants/info\\_contracts/legal\\_entities/legal\\_entities\\_en.cfm#en](http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm#en)
- **Financial identification Form**  
The original 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/contracts\\_grants/info\\_contracts/financial\\_id/financial\\_id\\_en.cfm#en](http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm#en)

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.).

EIGE may waive the obligation of a tenderer to submit the above mentioned documentary evidence if such evidence has already been submitted to EIGE for the purposes of another procurement procedure during the current year and are still valid. In such a case, the tenderer shall declare on their honour that the documentary evidence has already been provided to EIGE in a previous procurement procedure and confirm that no changes in their situation have occurred. The tenderer shall indicate in its tender all the references necessary to allow the EIGE services to check this evidence.

The tenderer (and each member of the group in case of joint tender) must declare whether it is a Small or Medium Size Enterprise in accordance with Commission Recommendation 2003/361/EC. This information is used for statistical purposes only.

### Joint Offers

A joint tender is a situation where an offer is submitted by a group of tenderers (consortium). If awarded the contract, each member of the consortium will be jointly and severally liable towards 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 one of the consortium members which is designated as the representative authorised to undertake commitments on its behalf (copy of the authorisation must be provided with the offer).

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 technical, administrative and financial aspects will be organised.

If the tender does not mention that all members are jointly and severally liable, all other parties included in the tender than the party signing the tender (Tenderers) will be considered subcontractors.

In case of submission of a joint offer, the Tenderers are asked to provide an original of filled in and duly signed one of the attached Powers of attorney of the Standard Submission Forms depending on the set up that has been chosen by the Tenderers, and specify the role of the group, as well as who has been appointed by the others as the group leader.

In case of a joint offer, only the group leader must return the Financial Identification Form.

After the award, the Contracting Authority will sign the contract either with all members of the group, or with the leader on behalf of all members of the group, authorised by the other members via powers of attorney.

#### Subcontracting

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

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

Tenderers are required to identify all subcontractors whose share of the contract is above 10 %.

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 main contractor retains full liability towards EIGE for performance of the contract as a whole and of each its part. 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 avoid 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**

Tenderers (including consortium members in case of a joint offer) or their representatives shall provide an original Declaration on 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 106 and 107 of the Financial Regulation and detailed in the SSF;
- undertake to submit to EIGE any additional document relating to the exclusion criteria, that EIGE considers necessary to perform its checks, within seven calendar days following the receipt of EIGE's request.

By returning the above-mentioned 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 106 and 107 of the Financial Regulation after they have been given the opportunity to present their observations.
- These penalties are detailed in Article 109 of the Financial Regulation and Articles 142 and 145 of the Rules of Application (No 1268/2012 of 29 October 2012).

The tenderer to whom the contract is awarded shall provide, within 10 calendar days following the dispatch of the letter informing him/her of the proposed award of the contract and preceding the signature of the contract, the following evidences confirming the statements referred to in the Declaration on honour on exclusion criteria and selection criteria (see Standard Submission Forms).

### **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.

An economic operator may rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in this case prove to EIGE that it will have at its disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal. EIGE may require that the economic operator and the entities referred to in this paragraph are jointly liable for the execution of the contract.

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.

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 a subcontractor receives less than 30% of the contract and the main Contractor does not rely on the subcontractor's economic and financial capacity, that subcontractor 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.

EIGE may waive the obligation of a tenderer to submit the abovementioned documentary evidence if such evidence has already been submitted to EIGE for the purposes of another procurement procedure and comply with 2.4.3.1 and 2.4.3.2. In such a case, the tenderer shall declare on his/her honour that the documentary evidence has already been provided to EIGE in a previous procurement procedure and confirm that no changes in his situation have occurred. The tenderer shall indicate in its tender all the references necessary to allow the EIGE services to check this evidence.

#### **2.4.3.1. 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 tenderer must have the necessary economic and financial capacity to perform this contract until its end. In order to prove their capacity, the tenderer must comply with the following selection criterion:

- The annual average turnover of the tenderer must be not lower than EUR 1. 600. 000, 00 during the past 3 years.

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

- The tenderers (including each member of the group in case of joint tender) and subcontractors whose capacity is necessary to fulfil the selection criteria must provide the Declaration on Honour (see Standard Submission Forms), signed and dated by an authorised representative, stating that they fulfil the selection criteria applicable to them. In case of joint tender or subcontracting, the criteria applicable to the tenderer as a whole will be verified by combining the various declarations for a consolidated assessment.

This declaration is part of the declaration used for exclusion criteria (see section 2.4.2) so only one declaration covering both aspects should be provided by each concerned entity.

- 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. 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/before awarding the contract/during the contract performance 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 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 budget.

In the case of a consortium submitting an offer, 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 offer for all consortium partners.

In the case of a physical person the financial statement should be included into 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.

#### **2.4.3. 2. Technical and professional capacity required and their documentary presentation**

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, reliability in providing the required expertise.

The tenderer needs to demonstrate in the Offer the capacity to:

- set up the appropriate organisational structure to carry out all the tasks under this contract as well as demonstrating a proven capacity to manage the administrative and financial aspects of such a contract;

- proven capacity to liaise with the relevant actors on EU and Member States' level;
- demonstrate significant professional experience in an EU (or international) context, in particular the capacity to collect, analyse and present statistics. The tenderer should present a list of at least three different projects, implemented by the tenderer that involved the collection, analyses and presentation of statistical data and metadata. The presentation of statistics should not be limited to tables/text but also should be in graphs/charts/pies/scatter plots/histograms/time-lines/maps etc.
- demonstrate the highest quality in managing databases and production of similar projects of international nature.

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

- statistical data and metadata collection, analysis, interpretation and dissemination;
- knowledge about different types of statistical sources and its impact on the quality of data (e.g. understanding that using administrative systems to produce statistics will have implications for the definitions and quality of data);
- explaining statistical concepts and findings;
- identifying data fit for purpose;
- surveys and data collection:
  - o understands principles of sample and survey design and collection methods;
  - o understands sampling errors and issues such as non-response;
- data quality and management:
  - o Understands different methods of data storage, validation and extraction.
- applies different methods of data storage, validation and extraction to own data.

The offer should clearly demonstrate that the proposed team covers all profiles and their qualifications and professional experience, as indicated in section 1.9.

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

In the case of joint offer (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.

Project management experience and skills of contractors and subcontractors, if any, will be proven by the following:

- Indication of educational 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;
- the CVs (in a Europass 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 may 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 offer**

This section is of a great importance in the assessment of the bids, the award of the contract and the future execution of any resulting contract. The award criteria define those parts of the technical offer to which the tenderers should pay particular attention. The technical offer 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 grant equal treatment of all tenders, it is not possible to modify offers 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 offers 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 case of contradictions the Technical Specifications prevail.

Technical offer has to describe clearly:

- a) the knowledge about the issues related to the objectives of the project;
- b) the operational structures provided to implement the activities and to fulfil the foreseen tasks, with particular concern on project management, coordination of tasks with sub-contractors (if applicable), coordination of expertise required and the strategy to manage different activities in the given timeline;
- c) the planning and the description of how and when activities will be implemented and deliverables provided;
- d) the methodological approach developed to achieve the expected results which should ensure the achievement of the defined objectives;
- e) the process that will be followed and will ensure that the execution of tasks meets the requirements of EIGE and will be performed without defects and/or errors (quality assurance);
- f) the process that will be followed and will check if the deliverables meet EIGE's requirements and are flawless; this process should also define the mitigation actions in case the quality control reveals errors in the deliverables (quality control);
- g) the security technologies that will be implemented in the proposed solution;
- h) the risk assessment and management process; the contractor will have to describe at least:
  - a. the strategy that will be followed and will cope with change requests coming from EIGE;
  - b. the process that will be followed and will cope with conflicting requirements from EIGE;
  - c. the strategy that will be followed and will cope with the work under pressure (e.g. tight deadlines, unexpected scarcity of resources);
  - d. management of any other risk envisaged during the implementation of the project.
- i) Key Performance Indicators' (KPI) proposal for evaluating the design during the design phase;
- j) KPI's proposal for evaluating the website during the implementation phase.

Tenderers must clearly show in their technical offer how they will ensure that the research will comply strictly with national and EU **data protection legislation**, especially Regulation (EC) No 45/2001 and Directive 1995/46/EC, as well as Regulation EC No 322/97 on the processing of data for statistical purposes.

If the tenderer intends to subcontract any part of the services, a description of the extent to which tasks will be sub-contracted, as to how sub-contracting will be effectively monitored, must be

provided.

In the Technical offer, 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.

## VARIANTS

Variants are not allowed.

A 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 offer**

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

The Financial Offer Form (template presented in 'Standard Submission Forms').

The maximum volume of the contract including the renewals is 1.600.000 EUR, excluding VAT.

Tenderers must provide fixed price including all fees and project-related costs (project management, quality control, back-up resources, travelling and accommodation in Vilnius, 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:

- professional fees should be expressed for the daily rate for each professional proposed; the unit price should cover expert's fees and administrative expenditures;
- other costs shall include direct costs such as travel costs, translation expenses, any expenses for meetings' facilities or other; the tenderer's attention is drawn to the following points:
- prices must be quoted in EUROS;
- 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 EU 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 EU is exempted from VAT.

## **3 THE ASSESSMENT PROCEDURE**

### **3.1 Evaluation of the tenderers**

#### Stage 1 - Application of exclusion criteria

The (non-)exclusion of the tenderer will be evaluated on the basis of the documents submitted as indicated in Section 2.4.2 Exclusion criteria.

Contract may not be awarded to tenderers (legal or natural persons) who:

- are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or fail to supply this information;
- are subject to a conflict of interest in connection with this contract;
- are in one of the situations leading to exclusion, as indicated in Section 2.4.2 Exclusion criteria.

In case of joint offers 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 will be excluded.

If a 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 admissibility of the tenderer will be evaluated on the basis of the documents submitted as indicated in Section 2.4.3 Selection criteria. 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 offers will not be further evaluated against award criteria.

In case of joint offers or/and subcontracting:

- For minimum viability standards on financial and economic standing an individual evaluation shall take place
- For the overall turnover or turnover a consolidated assessment shall be made.
- 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 offers and establish a ranking list in order of merit.

A. Technical evaluation

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

Criteria number	Criteria description	Maximum points per criteria	Minimum required score
1	<u>Project management:</u>	<u>25</u>	13
	- Understanding of the objectives of the contract	8	
	- Organisation of the project team	9	
	- Work Plan	8	

2	<u>Project methodology and tools:</u>	<u>35</u>	17
	<ul style="list-style-type: none"> <li>- Clear and appropriate methodological approach, including sound methodology, quality assurance and quality control plan for delivering the expected results</li> <li>- Clear and appropriate Security technologies that will be implemented in the proposed solution</li> </ul>	30  5	
3	<u>Risk management during the contract implementation:</u>	<u>20</u>	10
	- Clear and appropriate management of requests for changes	5	
	- Clear and appropriate management of conflicting requirements	5	
	- Clear and appropriate strategy for working under pressure	5	
	- Clear and appropriate management of any other risk envisaged	5	
4	<u>Key performance indicators</u>	<u>20</u>	10
	<ul style="list-style-type: none"> <li>- A comprehensive and adequate list of Key Performance Indicators' (KPI) for evaluating the quality of the deliverables in accordance with EIGE's work.</li> <li>- A comprehensive and adequate list of KPI's for evaluating the implementation of the contract in line with EIGE's annual calendar and needs.</li> </ul>	10  10	
<b>Total</b>		<b>100</b>	

Tenders scored either below the minimum score required per criterion or below 70 out of total 100 points will be rejected and thus not be considered for the next step of the evaluation

Tenders should elaborate on all points addressed by these specifications in order to score as many points as possible. 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 Offers 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 / price ratio, in accordance with the following formula:

$$F = Q * 1000 / P$$

Where:

**F** = Final Score for tender X (for Lot Y)

**Q** = Total quality score (out of 100) for all criteria of tender X (for Lot Y)

**P** = Price of tender X (for Lot Y)

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**

Shortly after evaluation, all tenderers will be informed about whether their tender has been accepted or rejected.

Upon respective written requests made by the tenderers, EIGE will inform all rejected tenderers of the reasons for their rejection and all tenderers who submitted 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 not sign the contract with the successful tenderer until a standstill period of 10 calendar days has elapsed, running from the day after the simultaneous electronic dispatch of the notification on the award decision and letters to unsuccessful tenderers.

If both the electronic communication and fax fail, the notification will be re-sent immediately by letter, in which case the standstill period of 14 calendar days will apply.

#### **3.3.4 Evidence by contractor**

The tenderer to whom the contract is to be awarded shall provide, within 10 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. 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 s/he provides the evidence on exclusion.

### **3.3.5 No obligation to award the contract**

The tendering procedure shall not involve EIGE 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 FRAMEWORK CONTRACT (FWC)**

### **4.1 Nature of the Framework contract**

Following completion of this procurement procedure, single framework contract is expected to be signed between EIGE and the selected contractor. One framework service contract per Lot will be awarded for the provision of the services of Lot 1 – 2 as specified in Technical Specifications.

The draft framework contract (annexe to these Specifications) lays down the basic conditions applicable to any assignment placed under its terms during the period of its validity. Signature of a framework contract does not oblige EIGE to place an assignment.

The framework contract does not preclude the contracting authority from assigning tasks in the areas set out above to other contractors or from having these tasks carried out by EIGE's staff.

The subject of this framework contract (FWC) is for:

**Lot 1** - Maintenance, development and updating of statistical data and metadata of EIGE's gender statistics database; monitoring of its usability and relevance; and the production of reports upon request to support the dissemination process;

**Lot 2** - Maintenance, development and updating of statistical data and metadata under the entry point on women and men in decision-making positions of EIGE's gender statistics database and the production of related reports.

### **4.2 Starting date of the Framework contract and the duration of the tasks**

The FWC enters into force on the date on which the last party signs it.

The implementation of the FWC cannot start before its entry into force.

The FWC shall be renewed automatically up to one time under the same conditions, unless written notification to the contrary is sent by one of the parties and received by the other three months before expiry of the period from its entry into force.

The parties must sign any specific contract before the FWC expires.

The FWC continues to apply to such specific contracts after its expiry. The services relating to such specific contracts must be performed no later than six months after the expiry of the FWC.

### **4.3 Place of performance**

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

### **4.4 Volume of the contract**

The maximum amount of the FWC shall be EUR 1.600.000,00 (one million six hundred thousand). However, this must in no way be construed as a commitment on the contracting authority to purchase for the maximum amount.

### **4.5 Terms of payment**

Payments shall be made in accordance with 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 an earlier 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.

## **Annex I EIGE's gender statistics database**

### **Data import and export and automatisisation processes**

Macro datasets from Eurostat and other immediate sources distributing data in the SDMX format are imported into the database directly from the SDMX files distributed by the source. When updates of these datasets become available, an updated SDMX files is copied from the immediate source into the appropriate update directory on EIGE's database server. The database is updated automatically.

Macro datasets from immediate sources that do not use the SDMX format are converted into a format compatible with the database by using Stata code offline. When an update of the dataset is released by the source, a new micro dataset is obtained from the original source, run the Stata code on the new dataset and then copied the outputs into the appropriate update directory on the server.

For datasets that contain values that need to be computed locally from existing datasets, code on EIGE's Database server automatically computes the values as soon as the source data is updated on the server.

Datasets computed from micro-data (such as the FRA Violence Against Women Survey or the European Working Conditions Surveys) are computed offline by means of Stata code and then loaded into the database by copying the output of the Stata code into the appropriate update directory on EIGE's database server. When a new wave of the micro survey is released, the new micro dataset is obtained from the immediate source, run the Stata code on the new dataset and then copy the outputs into the appropriate update directory on the server.

EIGE's database server offers data export in comma-separated (csv) files, accompanied with code to allow easy import (with meaningful variable names and labels) into Stata and SPSS.

## **Annex II EIGE DATABASE**

Administrator guide  
V.1.0

Riga, 2014

## Contents

Introduction .....	65
Administrator guide .....	66
Used variables .....	66
Server installation.....	66
Virtual machine.....	66
Server roles .....	66
Prerequisites .....	66
File system .....	67
System environment variables.....	67
LoadUtil configuration file.....	67
IIS configuration .....	68
Scheduled tasks (optionally) .....	68
Shared folders (optionally) .....	69
Database.....	69
Collections .....	69
Diagram .....	71
Load directory .....	71
LoadUtil commands.....	72
Operations .....	76
Initial load .....	76
Themes.....	76
Data sets .....	77
Geographic regions.....	79
Flags.....	79
Data set views.....	80
Computed data sets .....	81
Backup.....	82
Restore .....	82
Backup.....	83
Computed datasets .....	83
Selection element .....	84
Computed element .....	85
Algorithm.....	85

## **I. INTRODUCTION**

The purpose of this document is to describe actions required to install and maintain EIGE DATABASE.

This document contains:

- Server installation;
- Database description;
- EIGE Load directory structure description;
- List of EIGE LoadUtil commands;
- List of operations and steps required to complete them;
- Backup information.

## II. ADMINISTRATOR GUIDE

### II.1. Used Variables

Name	Description
<DataDir>	EIGE Data directory (C:\DATA)
<UtilDir>	EIGE LoadUtil directory (C:\EIGE\LoadUtil)
<WebDir>	EIGE WEB Application directory (C:\EIGE\Web)
<BackupDir>	EIGE DB backups directory (C:\DATA\Backup)

### II.2. Server Installation

#### II.2.1. Virtual Machine

Quest OS: Windows Server 2008 R2 Standard

Virtual Machine Initial Configuration:

- Memory: 2GB
- CPU Cores: 2
- Hard Disk Max Size: 200GB
- Computer Name: EIGE-DB

#### II.2.2. Server Roles

Role / Feature	Options / Description
Role: Web Server (IIS)	HTTP Redirection ASP.NET Logging tools Tracing Basic authentication Windows authentication  Register .NET Framework 4.5 with IIS if it <u>was installed before</u> ISS: Run as administrator: "C:\Windows\Microsoft.NET\Framework64\v4.0.30319\aspnet_regiis -i"
Role: File Services	Core installation only

#### II.2.3. Prerequisites

Prerequisite	Description
.NET Framework 4.5	<a href="http://www.microsoft.com/en-us/download/details.aspx?id=30653">http://www.microsoft.com/en-us/download/details.aspx?id=30653</a>
MongoDB	<a href="http://docs.mongodb.org/manual/tutorial/install-mongodb-on-windows/">http://docs.mongodb.org/manual/tutorial/install-mongodb-on-windows/</a> It is recommended to configure to run MongoDB as Windows Service (see tutorial for instructions).
Robomongo	<a href="http://robomongo.org/">http://robomongo.org/</a> MongoDB management tool.
Antivirus Real-time scan exclusion	Apply this procedure if any antivirus software installed. The scan exclusion must be set in antivirus software settings: <ul style="list-style-type: none"> <li>• C:\EIGE</li> <li>• C:\DATA</li> </ul>

	This procedure will prevent file locking errors and improve system performance.
Turn off files indexing	Select folder => Right click => Properties => General => Advanced Unselect checkbox: "Index this folder for faster searching". Do this for all following directories: <ul style="list-style-type: none"> <li>• C:\EIGE</li> <li>• C:\DATA</li> </ul>
PDF-XChange Viewer	Download installation from: <a href="http://www.tracker-software.com/product/pdf-xchange-viewer">http://www.tracker-software.com/product/pdf-xchange-viewer</a>

#### II.2.4. File System

Directory	Description
C:\DATA	EIGE Data directory – root directory contains all EIGE DB configuration XML and XSD files
C:\DATA\DB	MongoDB database files
C:\DATA\Log	MongoDB log files
C:\DATA\Load	EIGE LoadUtil Load directory – contains child directories for each defined Dataset (created automatically)
C:\DATA\Archive	EIGE LoadUtil Archive files directory – all Load and Process history (created automatically)
C:\DATA\Process	EIGE LoadUtil Processing directory – contains XML files after Load process and before Processing/Saving to the DB (created automatically)
C:\DATA\Error	EIGE LoadUtil Error directory (created automatically)
C:\DATA\Temp	EIGE LoadUtil Temp directory (created automatically)
C:\DATA\Backup	EIGE DB Backups directory
C:\EIGE\LoadUtil	EIGE LoadUtil Console Application files
C:\EIGE\LoadUtil\Resources\Schemas	EIGE LoadUtil XML Schema Definition files
C:\EIGE\Web	EIGE WEB Application files
C:\MongoDB	MongoDB installation, log and configuration files

#### II.2.5. System Environment Variables

Run: "Edit the system environment variables"

Click: "Environment Variables..."

Select: "System variables"

Variable	Append Value	Description
Path	;<UtilDir>\	To run EIGE LoadUtil commands.

Verify that new commands are found.

Open command prompt and write:

- "EIGE.LoadUtil" => Press Enter

#### II.2.6. LoadUtil Configuration File

Path to file: <UtilDir>\EIGE.LoadUtil.exe.config

Configuration attribute	Description
configuration/connectionStrings <add name="MongoServerSettings"	Connection string to EIGE MongoDB database

```
connectionString="mongodb://localhost/EIGE" />
```

configuration/dataLoad rootDirectory="<DataDir>"	Path to EIGE Load directory
configuration/plugins <plugin code="SDMX" desc="SDMX to XML" path="EIGE.Plugins.SDMX" class="EIGE.Plugins.SDMX.Plugin" ext="zip"> <parameters> <add name="GeoCodeListId" value="CL_GEO" /> <add name="IgnoredCodeListIds" value="CL_TIME_FORMAT,CL_OBS_STATUS,CL_FREQ" /> </parameters>	<p>Plugin configuration:</p> <p>code – plugin code</p> <p>desc – plugin description</p> <p>path – path to plugin dll</p> <p>class – plugin implementation class name with namespace</p> <p>ext – plugin supported input file extension</p> <p>Parameters (specific for each plugin):</p> <p>GeoCodeListId (SDMX) – geographic regions criteria code in SDMX</p> <p>IgnoredCodeListIds (SDMX) – SDMX criteria codes which are not imported in system</p>

### II.2.7. IIS Configuration

Open "IIS Manager":

"Run => inetmgr.msc" (Run as administrator)

Configuration Item	Description
ISAPI and CGI Restrictions	ASP.NET v4.0 - Allowed BITS Server Extensions - Allowed
MIME Types	Add... <ul style="list-style-type: none"> <li>Extension: ".woff"</li> <li>MIME type: "application/x-font-woff"</li> </ul>
EIGE Web Application	Edit Site "Default Web Site" => Basic Settings: <ul style="list-style-type: none"> <li>Physical path: "&lt;WebDir&gt; "</li> <li>Check the following URL in the Web browser: "http://localhost/ "</li> </ul> Edit Application Pool "ASP .NET v4.0" => Recycling... <ul style="list-style-type: none"> <li>Uncheck "Regular time intervals (in minutes)"</li> <li>Next =&gt; Finish</li> </ul>

### II.2.8. Scheduled Tasks (optionally)

To automatically Load and Process dataset data and metadata that needs to be updated, following EIGE LoadUtil commands can be registered as scheduled tasks (by using Task Scheduler):

- EIGE.LoadUtil load-data

- EIGE.LoadUtil process-data

Scheduled tasks configuration:

- Under Task Scheduler Library create new folder called "EIGE"
- Select folder "EIGE" => Create Task
- Name: EIGE Load Data
- Security Options: Run whether user is logged on or not
- Check: Do not store password.
- Triggers => New...
- Select: Daily
- Advanced settings => Repeat task every: 1 minutes
- Actions => New...
- Program/script: C:\DATA\LoadData.bat
- Add arguments: NOPAUSE
- OK
- Select folder "EIGE" => Create Task
- Name: EIGE Process Data
- Security Options: Run whether user is logged on or not
- Check: Do not store password.
- Triggers => New...
- Select: Daily
- Advanced settings => Repeat task every: 1 minutes
- Actions => New...
- Program/script: C:\DATA\LoadData.bat
- Add arguments: NOPAUSE
- OK

II.2.9. Shared Folders (optionally)

To drop dataset data and metadata files that needs to be updated without logging to the server, the network share can be created for Load directory.

Run: "Share and Storage Management".

Actions: "Provision Share..."

Folder	Share Name	Protocols	Permissions
<DataDir>:\Load	Load	SMB	Select: "Users and groups have custom share permissions" => "Permissions..." <ul style="list-style-type: none"> <li>• Everyone - Read</li> <li>• EIGE-DB\administrators - Change</li> </ul>
<DataDir>:\Error	Error	SMB	Select: "Users and groups have custom share permissions" => "Permissions..." <ul style="list-style-type: none"> <li>• Everyone - Read</li> </ul>

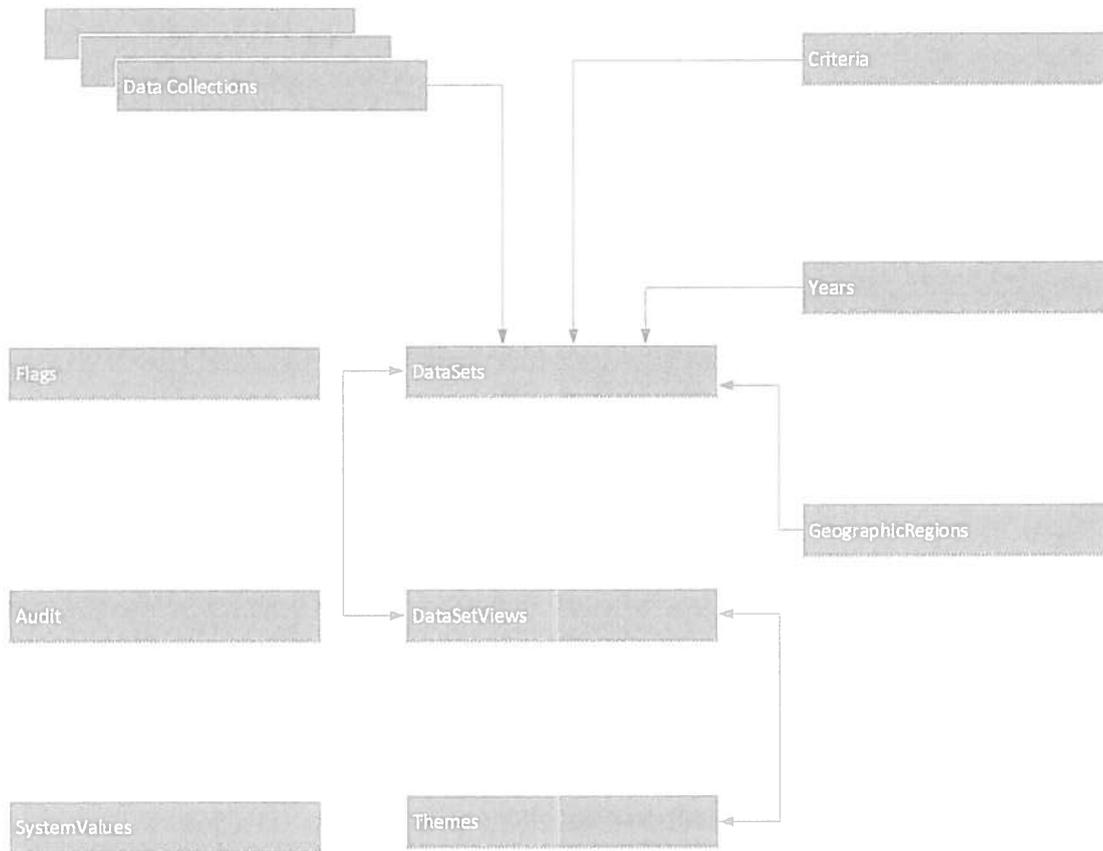
II.3. Database

II.3.1. Collections

Name	Description	Affected by commands
Audit	Audit information about commands executed with <i>EIGE.LoadUtil</i> , their results, warnings and objects	"load-metadata", "update-metadata", "load-data", "process-data", "load-views", "load-themes-metadata",

	changed.	"compute-datasets"
Criteria	Criteria and their categories from all datasets. Information in which datasets criteria and categories are used.	"process-data"
DataSetViews	Dataset view represents view on dataset for specific theme. It has its own code, name, keywords and contains information about default row and column dimensions and default and hidden dataset criteria and categories.	"load-views", "update-metadata" (if related date set or theme deleted), "process-data" (if dataset view configuration invalid after dataset data update)
DataSets	Dataset metadata, reference metadata, keywords, warnings, compute configuration and reference to dataset views. Data is stored in separate collection.	"load-metadata", "update-metadata", "process-data", "compute-datasets"
Data_<data_set>	Statistic data collections for each dataset. <data_set> - dataset code	"process-data", "compute-datasets", "update-metadata" (if dataset deleted)
Flags	Available flags code and name.	"load-metadata", "update-metadata"
GeographicRegions	List of countries and regions. Information in which datasets geographic region is used.	"load-metadata", "update-metadata", "process-data"
SystemValues	Information about system - theme and dataset count, initial load and last change date.	"load-metadata", "update-metadata", "compute-datasets"
Themes	Theme metadata, keywords, reference to parent theme and to dataset views.	"load-metadata", "update-metadata", "load-themes-metadata"
Years	Years for which there is statistic data from all datasets. Information in which datasets year is used.	"update-metadata", "process-data"

II.3.2. Diagram



II.4. Load Directory

EIGE Load directory is used during dataset data and metadata load into database. Load directory contains these subdirectories:

Name	Description	Notes
Archive	Contains loaded and processed data and metadata files	Contains two files Load.zip (data and metadata files from Load directory) and Process.zip (data and metadata files from Process directory). Only last versions of data and metadata files are archived.
Error	Contains error logs and files	Contains subdirectories: <ul style="list-style-type: none"> <li>• Load – error logs and files generated during data load (in case of error separate subdirectory is created for dataset)</li> <li>• Process - error logs and files generated during data processing</li> <li>• Compute - error logs and files generated during dataset computing</li> </ul>
Load	Contains data and metadata files	Contains subdirectory for each dataset (dataset code is used as subdirectory name). These subdirectories contain dataset data and metadata (in Metadata subdirectory) files obtained from other sources (Example: if dataset code is <i>dscode1</i> then data file is stored in <DataDir>\Load\dscode1, but metadata file in <DataDir>\Load\dscode1\Metadata).

Process	Contains data and metadata files in internal EIGE xml format	File names represent dataset codes. Metadata files have "_metadata" postfix.
Temp	Contains temporary files	This directory is used to store temporary files during data load and database restore

## II.5. LoadUtil Commands

It is recommended to add <UtilDir> to system path to simplify EIGE.LoadUtil usage.

Command	Arguments	Description
load-metadata	-f <file> -r	<p>Loads themes, datasets, geographic regions and flags from XML file into database.</p> <p>Arguments:</p> <ul style="list-style-type: none"> <li>-f = Path to XML file (required)</li> <li>-r = Denotes whether to drop and recreate database before loading data</li> </ul> <p>Examples:                      EIGE.LoadUtil load-metadata -f "&lt;DataDir&gt;\Metadata.xml"                      EIGE.LoadUtil load-metadata -f "&lt;DataDir&gt;\Metadata.xml" -r                      Result:                      Themes, datasets, geographic regions and flags loaded into database.</p>
export-metadata	-f <file>	<p>Exports themes, datasets, geographic regions and flags from database to XML file.</p> <p>Arguments:</p> <ul style="list-style-type: none"> <li>-f = Path to XML file that will be generated (required)</li> </ul> <p>Example:                      EIGE.LoadUtil export-metadata -f "&lt;DataDir&gt;\Metadata.xml"                      Result:                      Themes, datasets, geographic regions and flags exported into XML file.</p>
update-metadata	-f <file> -a -d	<p>Updates (insert, update, delete) database themes, datasets, geographic regions and flags from XML file.</p> <p>Arguments:</p> <ul style="list-style-type: none"> <li>-f = Path to XML file (required)</li> <li>-a = Denotes whether to apply updates to database</li> <li>-d = Denotes whether to delete related objects (dataset views, computed datasets)</li> </ul> <p>Example to only display updates:                      EIGE.LoadUtil update-metadata -f "&lt;DataDir&gt;\Metadata.xml"                      Example to apply updates:                      EIGE.LoadUtil update-metadata -f "&lt;DataDir&gt;\Metadata.xml" -a                      Example to apply updates and delete related objects:                      EIGE.LoadUtil update-metadata -f "&lt;DataDir&gt;\Metadata.xml" -a -d                      Result:                      Inserted, updated, deleted database themes, datasets, geographic regions and flags.</p>
validate-config		Validates configuration:

		<ul style="list-style-type: none"> <li>• checks if themes, GEO, flags and datasets information exists in database ("load-metadata" command must be run for those);</li> <li>• validates data load directory defined in the configuration file;</li> <li>• automatically creates data load root directory and child directory structure if not already exists;</li> <li>• validates plugins configuration for each loaded dataset;</li> <li>• refreshes dataset sub-directories;</li> <li>• validates that other sub-directories not present (to ensure that directory will be renamed if dataset code changed).</li> </ul> <p>Example: EIGE.LoadUtil validate-config Result: All configurations validated - if there are any errors during validation then error message is shown. Data load directory structure created or refreshed.</p>
load-data		<p>Loads data and metadata from data set source directories and converts to EIGE XML format if necessary.</p> <p>Arguments:</p> <ul style="list-style-type: none"> <li>• -r = Denotes whether to try resume load data or metadata files from failed directory: "&lt;DataDir&gt;\Failed\Load"</li> </ul> <p>Example: EIGE.LoadUtil load-data Result: Data set data converted to internal XML format and copied to Process directory.</p>
process-data		<p>Imports loaded data set data and metadata XML files into database.</p> <p>Example: EIGE.LoadUtil process-data Result: Data set data and metadata saved into database.</p>
load-views	-f <file> -a	<p>Loads or updates data set views configuration from XML file into database.</p> <p>Arguments:</p> <ul style="list-style-type: none"> <li>• -f = Path to XML file (required)</li> <li>• -a = Denotes whether to apply updates to database</li> </ul> <p>Example to only validate XML file: EIGE.LoadUtil load-views -f "&lt;DataDir&gt;\DataSetViews.xml" Example to apply changes: EIGE.LoadUtil load-views -f "&lt;DataDir&gt;\DataSetViews.xml" -a Result: Dataset views configuration saved into database.</p>
export-views	-f <file>	<p>Exports dataset views configuration from database to XML file.</p> <p>Arguments:</p> <ul style="list-style-type: none"> <li>• -f = Path to XML file that will be generated (required)</li> </ul> <p>Example:</p>

		EIGE.LoadUtil export-views -f "<DataDir>\DataSetViews.xml" Result: Dataset views configuration exported into XML file.
load-themes-metadata	-f <file>	Loads themes metadata from XML file into database. Arguments: <ul style="list-style-type: none"> <li>-f = Path to XML file (required)</li> </ul> Example: EIGE.LoadUtil load-themes-metadata -f "<DataDir>\ThemesMetadata.xml" Result: Themes metadata saved into database.
export-themes-metadata	-f <file>	Exports themes metadata form database to XML file. Arguments: <ul style="list-style-type: none"> <li>-f = Path to XML file that will be generated (required)</li> </ul> Example: EIGE.LoadUtil load-themes-metadata -f "<DataDir>\ThemesMetadata.xml" Result: Themes metadata exported into XML file.
export-data	-t <type> -d <directory> -e -c -f	Exports data set data to specified format. Arguments: <ul style="list-style-type: none"> <li>-t = Export format (xml, csv) (required)</li> <li>-d = Export directory (required for CSV format, but for XML format if not provided then Process directory is used)</li> <li>-e = Denotes whether to clear export directory before import (only if export directory specified)</li> <li>-c = Denotes whether to use codes in exported data (only for CSV format)</li> <li>-f = Denotes whether to include flags in exported data (only for CSV format)</li> </ul> Example to export data into XML format to Process directory: EIGE.LoadUtil export-data -t xml Example to export data into CSV format to directory: EIGE.LoadUtil export-data -t csv -d "<DataDir>\Export" Example to export data into CSV format to directory and clear directory before export: EIGE.LoadUtil export-data -t csv -d "<DataDir>\Export" -e Example to export data into CSV format and use codes: EIGE.LoadUtil export-data -t csv -d "<DataDir>\Export" -c Example to export data into CSV format and include flags: EIGE.LoadUtil export-data -t csv -d "<DataDir>\Export" -f Result: Data exported to specified format into specified directory.
compute-datasets	-f <file> -d <dataset> -c	Computes data sets from other data set data by using configuration in XML file. Arguments: <ul style="list-style-type: none"> <li>-f = Path to XML file (required)</li> <li>-d = Data set code to compute</li> <li>-c = Denotes whether to delete computed datasets which do not exist in configuration but exist in</li> </ul>

		<p>database</p> <p>Example to compute datasets:  EIGE.LoadUtil compute-datasets -f  "&lt;DataDir&gt;\ComputedDataSets.xml"</p> <p>Example to compute only one dataset:  EIGE.LoadUtil compute-datasets -f  "&lt;DataDir&gt;\ComputedDataSets.xml" -d data_set_code</p> <p>Example to delete computed data sets which do not exist in configuration but exist in database:  EIGE.LoadUtil compute-datasets -f  "&lt;DataDir&gt;\ComputedDataSets.xml" -c</p> <p>Result:  Computed data sets and data saved into database.</p>
export-computed-datasets	-f <file>	<p>Exports computed data set configuration from database into XML file.</p> <p>Arguments:</p> <ul style="list-style-type: none"> <li>-f = Path to XML file that will be generated (required)</li> </ul> <p>Example:  EIGE.LoadUtil export-computed-datasets -f  "&lt;DataDir&gt;\ComputedDataSets.xml"</p> <p>Result:  Computed data set configuration exported into XML file.</p>
backup	-d <directory> -z	<p>Backups database to directory or zip file.</p> <p>Arguments:</p> <ul style="list-style-type: none"> <li>-d = Backup directory (required)</li> <li>-z = Denotes whether to zip backup</li> </ul> <p>Example to backup to directory:  EIGE.LoadUtil backup -d "&lt;BackupDir&gt;"</p> <p>Example to backup to zip file:  EIGE.LoadUtil backup -d "&lt;BackupDir&gt;"</p> <p>Result:  All data from database exported to backup directory. If zip then data is archived into zip file and zip file is saved into backup directory.</p>
restore	-p <path>	<p>Restores database from backup directory or zip file.</p> <p>Arguments:</p> <ul style="list-style-type: none"> <li>-p = Path to backup directory or zip file (required)</li> </ul> <p>Example to restore database from backup directory:  EIGE.LoadUtil restore -p "&lt;BackupDir&gt;"</p> <p>Example to restore database from zip file:  EIGE.LoadUtil restore -p  "&lt;BackupDir&gt;\21_07_2014_14_34.zip"</p> <p>Result:  Database restored from backup.</p>
export-audit	-d <directory> -t <type>	<p>Exports all audit events in the specified format from database to the specified directory. A new file will be created.</p> <p>The export file name format:  EIGE.Audit._dd_MM_yyyy_hh_mm.{html;xml}</p> <p>Arguments:</p> <ul style="list-style-type: none"> <li>-d = Export directory (required)</li> <li>-t = Export format (html, xml) (required)</li> </ul>

		<p>Example to export audit events into HTML format:  <code>EIGE.LoadUtil export-audit -d "&lt;BackupDir&gt;" -t html</code>                  Result:                  New HTML file created in the specified directory:                  "&lt;BackupDir&gt;\EIGE.Audit_20_08_2014_13_50.html"</p> <p>Example to export audit events into XML format:  <code>EIGE.LoadUtil export-audit -d "&lt;BackupDir&gt;" -t xml</code>                  Result:                  New HTML file created in the specified directory:                  "&lt;BackupDir&gt;\EIGE.Audit_20_08_2014_13_50.xml"</p>
--	--	--

## II.6. Operations

### II.6.1. Initial load

Nr.	Description
1.	Run command <code>EIGE.LoadUtil load-metadata -f &lt;file&gt;</code> (Example: <code>EIGE.LoadUtil load-metadata -f "&lt;DataDir&gt;\Metadata.xml"</code> ) to insert themes, data sets, geographic regions and flags into database
2.	Create EIGE Load directory (Example: <code>&lt;DataDir&gt;</code> )
3.	Configure <code>EIGE.LoadUtil</code> config by specifying EIGE Load directory and plugin configuration
4.	Run command <code>EIGE.LoadUtil validate-config</code> to validate config and create directory structure in EIGE Load directory
5.	Copy data and metadata files for each data set to <code>&lt;LoadUtil&gt;\Load</code> corresponding sub directory
6.	Run command <code>EIGE.LoadUtil load-data</code> to load data
7.	Run command <code>EIGE.LoadUtil process-data</code> to process data
8.	Run command <code>EIGE.LoadUtil load-views -f &lt;file&gt; -a</code> (Example: <code>EIGE.LoadUtil load-views -f "&lt;DataDir&gt;\DataSetViews.xml" -a</code> ) to insert dataset views into database
9.	Run command <code>EIGE.LoadUtil load-themes-metadata -f &lt;file&gt;</code> (Example: <code>EIGE.LoadUtil load-themes-metadata -f "&lt;DataDir&gt;\ThemesMetadata.xml"</code> ) to insert theme metadata into database
10.	Run command <code>EIGE.LoadUtil compute-datasets -f &lt;file&gt;</code> (Example: <code>EIGE.LoadUtil compute-datasets -f "&lt;DataDir&gt;\ComputedDataSets.xml"</code> ) to compute and save data into database
11.	Use database management tool to validate if data is in database

### II.6.2. Themes

#### II.6.2.1. Add theme

Prerequisites: Initial themes added (command `EIGE.LoadUtil load-metadata`)

Nr.	Description
1.	Add theme to <code>Metadata.xml</code>
2.	Run command <code>EIGE.LoadUtil update-metadata -f &lt;file&gt;</code> (Example: <code>EIGE.LoadUtil update-metadata -f "&lt;DataDir&gt;\Metadata.xml"</code> ) to validate that theme will be inserted

3. Run command *EIGE.LoadUtil update-metadata -f <file> -a* (Example: *EIGE.LoadUtil update-metadata -f "<DataDir>\Metadata.xml" -a*) to insert theme into database

### II.6.2.2. Update theme

Prerequisites: Initial themes added (command *EIGE.LoadUtil load-metadata*)

Nr.	Description
1.	Update theme in Metadata.xml
2.	Run command <i>EIGE.LoadUtil update-metadata -f &lt;file&gt;</i> (Example: <i>EIGE.LoadUtil update-metadata -f "&lt;DataDir&gt;\Metadata.xml"</i> ) to validate that theme will be updated
3.	Run command <i>EIGE.LoadUtil update-metadata -f &lt;file&gt; -a</i> (Example: <i>EIGE.LoadUtil update-metadata -f "&lt;DataDir&gt;\Metadata.xml" -a</i> ) to save theme changes to database

### II.6.2.3. Delete theme

Prerequisites: Initial themes added (command *EIGE.LoadUtil load-metadata*)

Nr.	Description
1.	Remove theme from Metadata.xml
2.	Run command <i>EIGE.LoadUtil update-metadata -f &lt;file&gt;</i> (Example: <i>EIGE.LoadUtil update-metadata -f "&lt;DataDir&gt;\Metadata.xml"</i> ) to validate that theme will be deleted
3.	Run command <i>EIGE.LoadUtil update-metadata -f &lt;file&gt; -a</i> (Example: <i>EIGE.LoadUtil update-metadata -f "&lt;DataDir&gt;\Metadata.xml" -a</i> ) to delete theme from database If theme has related objects (data set views) then delete theme by running command <i>EIGE.LoadUtil update-metadata -a -d</i> (Example: <i>EIGE.LoadUtil update-metadata -f "&lt;DataDir&gt;\Metadata.xml" -a -d</i> ). Note: related views will be deleted.
4.	If theme had related data set views then remove them from DataSetViews.xml

### II.6.2.4. Insert, update or delete theme metadata

Prerequisites: Themes referenced in ThemesMetadata.xml must be in database

Nr.	Description
1.	Insert, update or delete themes metadata from ThemesMetadata.xml
2.	Run command <i>EIGE.LoadUtil load-themes-metadata -f &lt;file&gt;</i> (Example: <i>EIGE.LoadUtil load-themes-metadata -f "&lt;DataDir&gt;\ThemesMetadata.xml"</i> ) to insert, update or delete theme metadata from database

## II.6.3. Data sets

### II.6.3.1. Add data set

Prerequisites:

- Initial datasets added (command *EIGE.LoadUtil load-metadata*)
- EIGE Load directory created

Nr.	Description
-----	-------------

1. Add data set to Metadata.xml
2. Run command *EIGE.LoadUtil update-metadata -f <file>* (Example: *EIGE.LoadUtil update-metadata -f "<DataDir>\Metadata.xml"*) to validate that data set will be inserted
3. Run command *EIGE.LoadUtil update-metadata -f <file> -a* (Example: *EIGE.LoadUtil update-metadata -f "<DataDir>\Metadata.xml" -a*) to insert data set into database
4. Copy data set data and metadata files to <LoadUtil>\Load data set subdirectory
5. Run command *EIGE.LoadUtil load-data* to load data
6. Run command *EIGE.LoadUtil process-data* to process data

### II.6.3.2. Update data set

Prerequisites: Initial datasets added (command *EIGE.LoadUtil load-metadata*)

- | Nr. | Description  |
|-----|--|
| 1.  | Update data set in Metadata.xml  |
| 2.  | Run command <i>EIGE.LoadUtil update-metadata -f &lt;file&gt;</i> (Example: <i>EIGE.LoadUtil update-metadata -f "&lt;DataDir&gt;\Metadata.xml"</i> ) to validate that data set will be updated  |
| 3.  | Run command <i>EIGE.LoadUtil update-metadata -f &lt;file&gt; -a</i> (Example: <i>EIGE.LoadUtil update-metadata -f "&lt;DataDir&gt;\Metadata.xml" -a</i> ) to save data set changes to database |

### II.6.3.3.

### II.6.3.4. Reload data set data

Prerequisites: Dataset data loaded (commands *EIGE.LoadUtil load-data* and *EIGE.LoadUtil process-data*)

- | Nr. | Description   |
|-----|---|
| 1.  | Copy data set data and metadata files to <LoadUtil>\Load data set subdirectory  |
| 2.  | Run command <i>EIGE.LoadUtil load-data</i> to load data   |
| 3.  | Run command <i>EIGE.LoadUtil process-data</i> to process data<br>Note: related computed data sets will be recomputed using new data |

### II.6.3.5. Delete data set

Prerequisites: Initial datasets added (command *EIGE.LoadUtil load-metadata*)

- | Nr. | Description   |
|-----|---|
| 1.  | Remove data set from Metadata.xml   |
| 2.  | Run command <i>EIGE.LoadUtil update-metadata -f &lt;file&gt;</i> (Example: <i>EIGE.LoadUtil update-metadata -f "&lt;DataDir&gt;\Metadata.xml"</i> ) to validate that data set will be deleted   |
| 3.  | Run command <i>EIGE.LoadUtil update-metadata -f &lt;file&gt; -a</i> (Example: <i>EIGE.LoadUtil update-metadata -f "&lt;DataDir&gt;\Metadata.xml" -a</i> ) to delete data set from database<br>If data set has related objects (data set views, computed data sets) then delete data set by running command <i>EIGE.LoadUtil update-metadata -a -d</i> (Example: <i>EIGE.LoadUtil update-metadata -f "&lt;DataDir&gt;\Metadata.xml" -a -d</i> ). Note: related views and computed data sets will be deleted. |

4. If data set had related data set views then remove them from DataSetViews.xml  
If data set had related computed data sets then remove them from ComputedDataSets.xml
5. Remove dataset from EIGE.LoadUtil config

#### II.6.4. Geographic regions

##### II.6.4.1. Add geographic region

Prerequisites: Initial geographic regions added (command *EIGE.LoadUtil load-metadata*)

Nr.	Description
-----	-------------

- |    |   |
|----|---|
| 1. | Add geographic region to Metadata.xml   |
| 2. | Run command <i>EIGE.LoadUtil update-metadata -f &lt;file&gt;</i> (Example: <i>EIGE.LoadUtil update-metadata -f "&lt;DataDir&gt;\Metadata.xml"</i> ) to validate that geographic region will be inserted |
| 3. | Run command <i>EIGE.LoadUtil update-metadata -f &lt;file&gt; -a</i> (Example: <i>EIGE.LoadUtil update-metadata -f "&lt;DataDir&gt;\Metadata.xml" -a</i> ) to insert geographic region into database     |

##### II.6.4.2. Update geographic region

Prerequisites: Initial geographic regions added (command *EIGE.LoadUtil load-metadata*)

Nr.	Description
-----	-------------

- |    |   |
|----|---|
| 1. | Update geographic region in Metadata.xml  |
| 2. | Run command <i>EIGE.LoadUtil update-metadata -f &lt;file&gt;</i> (Example: <i>EIGE.LoadUtil update-metadata -f "&lt;DataDir&gt;\Metadata.xml"</i> ) to validate that geographic region will be updated  |
| 3. | Run command <i>EIGE.LoadUtil update-metadata -f &lt;file&gt; -a</i> (Example: <i>EIGE.LoadUtil update-metadata -f "&lt;DataDir&gt;\Metadata.xml" -a</i> ) to save geographic region changes to database |

##### II.6.4.3. Delete geographic region

Prerequisites: Initial geographic regions added (command *EIGE.LoadUtil load-metadata*)

Nr.	Description
-----	-------------

- |    |  |
|----|--|
| 1. | Remove geographic region from Metadata.xml   |
| 2. | Run command <i>EIGE.LoadUtil update-metadata -f &lt;file&gt;</i> (Example: <i>EIGE.LoadUtil update-metadata -f "&lt;DataDir&gt;\Metadata.xml"</i> ) to validate that geographic region will be deleted |
| 3. | Run command <i>EIGE.LoadUtil update-metadata -f &lt;file&gt; -a</i> (Example: <i>EIGE.LoadUtil update-metadata -f "&lt;DataDir&gt;\Metadata.xml" -a</i> ) to delete geographic region from database    |

#### II.6.5. Flags

##### II.6.5.1. Add flag

Prerequisites: Initial flags added (command *EIGE.LoadUtil load-metadata*)

Nr.	Description
-----	-------------

- |    |   |
|----|---|
| 1. | Add flag to Metadata.xml  |
| 2. | Run command <i>EIGE.LoadUtil update-metadata -f &lt;file&gt;</i> (Example: <i>EIGE.LoadUtil update-</i> |

metadata -f "<DataDir>\Metadata.xml") to validate that flag will be inserted

3. Run command *EIGE.LoadUtil update-metadata -f <file> -a* (Example: *EIGE.LoadUtil update-metadata -f "<DataDir>\Metadata.xml" -a*) to insert flag into database

### II.6.5.2. Update flag

Prerequisites: Initial flags added (command *EIGE.LoadUtil load-metadata*)

Nr.	Description
-----	-------------

- |    |  |
|----|--|
| 1. | Update flag in Metadata.xml  |
| 2. | Run command <i>EIGE.LoadUtil update-metadata -f &lt;file&gt;</i> (Example: <i>EIGE.LoadUtil update-metadata -f "&lt;DataDir&gt;\Metadata.xml"</i> ) to validate that flag will be updated  |
| 3. | Run command <i>EIGE.LoadUtil update-metadata -f &lt;file&gt; -a</i> (Example: <i>EIGE.LoadUtil update-metadata -f "&lt;DataDir&gt;\Metadata.xml" -a</i> ) to save flag changes to database |

### II.6.5.3. Delete flag

Prerequisites: Initial flags added (command *EIGE.LoadUtil load-metadata*)

Nr.	Description
-----	-------------

- |    |   |
|----|---|
| 1. | Remove flag from Metadata.xml   |
| 2. | Run command <i>EIGE.LoadUtil update-metadata -f &lt;file&gt;</i> (Example: <i>EIGE.LoadUtil update-metadata -f "&lt;DataDir&gt;\Metadata.xml"</i> ) to validate that flag will be deleted |
| 3. | Run command <i>EIGE.LoadUtil update-metadata -f &lt;file&gt; -a</i> (Example: <i>EIGE.LoadUtil update-metadata -f "&lt;DataDir&gt;\Metadata.xml" -a</i> ) to delete flag from database    |

## II.6.6. Data set views

### II.6.6.1. Add data set view

Prerequisites:

- Themes referenced in DataSetViews.xml must be in database
- Datasets referenced in DataSetViews.xml must be in database
- Initial dataset views loaded (command *EIGE.LoadUtil load-views*)

Nr.	Description
-----	-------------

- |    |   |
|----|---|
| 1. | Add data set view to DataSetViews.xml   |
| 2. | Run command <i>EIGE.LoadUtil load-views -f &lt;file&gt;</i> (Example: <i>EIGE.LoadUtil load-views -f "&lt;DataDir&gt;\DataSetViews.xml"</i> ) to validate that DataSetViews.xml is valid  |
| 3. | Run command <i>EIGE.LoadUtil load-views -f &lt;file&gt; -a</i> (Example: <i>EIGE.LoadUtil load-views -f "&lt;DataDir&gt;\DataSetViews.xml" -a</i> ) to insert data set view into database |

### II.6.6.2. Update data set view

Prerequisites:

- Themes referenced in DataSetViews.xml must be in database
- Datasets referenced in DataSetViews.xml must be in database

- Initial dataset views loaded (command *EIGE.LoadUtil load-views*)

Nr.	Description
1.	Update data set view in DataSetViews.xml
2.	Run command <i>EIGE.LoadUtil load-views</i> (Example: <i>EIGE.LoadUtil load-views -f "&lt;DataDir&gt;\DataSetViews.xml"</i> ) to validate that DataSetViews.xml is valid
3.	Run command <i>EIGE.LoadUtil load-views -f &lt;file&gt; -a</i> (Example: <i>EIGE.LoadUtil load-views -f "&lt;DataDir&gt;\DataSetViews.xml" -a</i> ) to save data set view changes into database

### II.6.6.3. Delete data set view

Prerequisites:

- Themes referenced in DataSetViews.xml must be in database
- Datasets referenced in DataSetViews.xml must be in database
- Initial dataset views loaded (command *EIGE.LoadUtil load-views*)

Nr.	Description
1.	Remove data set view from DataSetViews.xml
2.	Run command <i>EIGE.LoadUtil load-views -f &lt;file&gt;</i> (Example: <i>EIGE.LoadUtil load-views -f "&lt;DataDir&gt;\DataSetViews.xml"</i> ) to validate that DataSetViews.xml is valid
3.	Run command <i>EIGE.LoadUtil load-views -f &lt;file&gt; -a</i> (Example: <i>EIGE.LoadUtil load-views -f "&lt;DataDir&gt;\DataSetViews.xml" -a</i> ) to delete data set view changes from database

### II.6.7. Computed data sets

#### II.6.7.1. Add computed data set

Prerequisites: Computed datasets source dataset data must be loaded (commands *EIGE.LoadUtil load-data* and *EIGE.LoadUtil process-data*)

Nr.	Description
1.	Add computed data set to ComputedDataSets.xml
2.	Run command <i>EIGE.LoadUtil compute-datasets -f &lt;file&gt; -d &lt;data_set_code&gt;</i> (Example: <i>EIGE.LoadUtil compute-datasets -f "&lt;DataDir&gt;\ComputedDataSets.xml" -d new_computed_data_set</i> ) to compute and save data into database

#### II.6.7.2. Update computed data set

Prerequisites: Computed datasets source dataset data must be loaded (commands *EIGE.LoadUtil load-data* and *EIGE.LoadUtil process-data*)

Nr.	Description
1.	Update computed data set in ComputedDataSets.xml
2.	Run command <i>EIGE.LoadUtil compute-datasets -f &lt;file&gt; -d &lt;data_set_code&gt;</i> (Example: <i>EIGE.LoadUtil compute-datasets -f "&lt;DataDir&gt;\ComputedDataSets.xml" -d computed_data_set</i> ) to compute data and save changes into database

### II.6.7.3. Delete computed data set

Nr.	Description
1.	Remove computed data set from ComputedDataSets.xml
2.	Run command <i>EIGE.LoadUtil compute-datasets -f &lt;file&gt; -c</i> (Example: <i>EIGE.LoadUtil compute-datasets -f "&lt;DataDir&gt;\ComputedDataSets.xml" -c</i> ) to remove computed data set from database

### II.6.8. Backup

#### II.6.8.1. Backup to directory

Prerequisites: Initial themes, datasets, geographic regions and flags added (command *EIGE.LoadUtil load-metadata*)

Nr.	Description
1.	Create backup directory if necessary and ensure it is empty
2.	Run command <i>EIGE.LoadUtil backup -d &lt;directory&gt;</i> (Example: <i>EIGE.LoadUtil backup -d "&lt;BackupDir&gt;"</i> ) to extract all data from database and save it into specified directory

#### II.6.8.2. Backup to zip file

Prerequisites: Initial themes, datasets, geographic regions and flags added (command *EIGE.LoadUtil load-metadata*)

Nr.	Description
1.	Create backup directory if necessary
2.	Run command <i>EIGE.LoadUtil backup -d &lt;directory&gt; -z</i> (Example: <i>EIGE.LoadUtil backup -d "&lt;BackupDir&gt;" -z</i> ) to extract all data from database, archive it and save it into specified directory Note: archive name is date and time of backup (Example: 21_07_2014_23_00.zip if backup is done in 21.07.2014 23:00)

### II.6.9. Restore

#### II.6.9.1. Restore form directory

Prerequisites: Data backed up to directory (command *EIGE.LoadUtil backup*)

Nr.	Description
1.	Run command <i>EIGE.LoadUtil restore -p &lt;path&gt;</i> (Example: <i>EIGE.LoadUtil restore -p "&lt;BackupDir&gt;"</i> ) to restore database from specified directory

#### II.6.9.2. Restore from zip file

Prerequisites: Data backed up to zip file (command *EIGE.LoadUtil backup -z*)

Nr.	Description
1.	Run command <i>EIGE.LoadUtil restore -p &lt;path&gt;</i> (Example: <i>EIGE.LoadUtil restore -p "&lt;BackupDir&gt;\21_07_2014_23_00.zip"</i> ) to restore database from zip file

## II.7. Backup

Backup should be done using *EIGE.LoadUtil backup* command. This command extracts themes, datasets, dataset views, geographic regions, flags, computed datasets, audit events and dataset data and stores them into xml files (Metadata.xml, ThemesMetadata.xml, DataSetViews.xml, ComputedDataSets.xml, AuditEvents.xml and dataset data and metadata xmls). From these xml files database can be fully restored.

First backup should be done after initial data load. After that it is recommended to do backups every time some changes are made to database (themes added\updated\deleted, datasets added\updated\deleted, dataset data reloaded, dataset views added\updated\deleted, etc.). <DataDir>\Archive folder contains two files Load.zip and Process.zip. After dataset data and metadata files are loaded using *EIGE.LoadUtil load-data* command they are added to Load.zip (only last loaded files are stored for each dataset). After dataset data and metadata are processed using *EIGE.LoadUtil process-data* command they are added to Process.zip (only last processed files are stored for each dataset). Load.zip and Process.zip could be used in case same data needs to be reloaded.

## II.8. Computed datasets

Computed datasets are created by selecting data from source dataset and doing some calculations. What data should be selected and what calculations should be done can be configured in ComputedDataSets.xml. Computed datasets configuration is explained with an example.

Sample configuration:

```
<?xml version="1.0" encoding="utf-8"?>
<computedDataSets xmlns:xsi="http://www.w3.org/2001/XMLSchema-instance"
xsi:noNamespaceSchemaLocation="ComputedDataSets.xsd">
  <computedDataSet code="computed_code" name="Computed dataset name"
importance="high" isOfficial="true">
    <sources>
      <dataSet code="source_code1" />
      <dataSet code="source_code2" />
    </sources>
    <selection>
      <crit code="year">
        <cat code="2007"/>
        <cat code="2008"/>
        <cat code="2009"/>
      </crit>
      <crit code="geo">
        <cat code="AT"/>
        <cat code="BE"/>
        <cat code="EU27"/>
      </crit>
      <crit code="crit1">
        <cat code="cat1"/>
        <cat code="cat2"/>
      </crit>
    </selection>
  </computed>
  <crit code="compCrit" name="Computed criterion">
    <vars>
```

```

<var name="var1" source="source_code1">
  <crit code="crit2" catCode="cat1" />
  <crit code="crit3" catCode="cat2" />
</var>
<var name="var2" source="source_code1">
  <crit code="crit2" catCode="cat2" />
  <crit code="crit3" catCode="cat1" />
</var>
<var name="var3" source="source_code2">
  <crit code="crit4" catCode="cat1" />
</var>
</vars>
<cat code="compCat1" name="Computed category 1">
  <formula>[var1]/[var3]*100</formula>
</cat>
<cat code="compCat2" name="Computed category 2">
  <formula>[var2]/[var3]*100</formula>
</cat>
</crit>
</computed>
</computedDataSet>
</computedDataSets>

```

Sample source dataset data:

Source 1:

year	geo	crit1	crit2	crit3	Value
2007	AT	cat1	cat1	cat1	10
2007	AT	cat1	cat1	cat2	5
2007	AT	cat1	cat2	cat1	15
2007	AT	cat1	cat2	cat2	20
.....					
2009	EU27	cat2	cat2	cat1	50
2009	EU27	cat2	cat2	cat2	100

Source 2:

year	geo	crit1	crit4	Value
2007	AT	cat1	cat1	200
2007	AT	cat1	cat2	100
2007	AT	cat2	cat1	500
2007	AT	cat2	cat2	50
.....				
2009	EU28	cat2	cat1	750
2009	EU28	cat2	cat2	8000

### II.8.1. Selection element

Selection element contains criteria and their categories by which source dataset data will be filtered. In this example only rows which satisfy all the following criteria will be selected:

- Year is 2007, 2008 or 2009,
- Geographic region (geo) is AT (Austria), BE (Belgium) or EU27 (European Union (27 countries)),
- Criteria crit1 value is cat1 or cat2.

If no categories for criteria are provided then criteria is not used in filter expression. For example, if years are not specified (<crit code="year" />) then data for all years having data in all source datasets will be selected. Or if no categories specified for crit1 (<crit code="crit1" />) then then data for all crit1 categories having data in all source datasets will be selected.

### 11.8.2. Computed element

Computed element contains computed criteria configuration which consists of variables and categories.

Variables have the following values: name (used in computed category formulas), source (specifying which source dataset is to be used for this variable) and criteria (specifying a category code for each criterion not included in the selection element). Note that each variable must have criteria values for all source dataset criteria that are not included in the selection element. For example, suppose the relevant source dataset has criteria year, geo, crit1, crit2 and crit3. Criteria year, geo and crit1 are included in the selection element. Then each variable must specify crit2 and crit3 values. If the selection element contains only year and geo, then variables must have crit1, crit2 and crit3 values. If the selection element contains all of the criteria in this dataset (year, geo, crit1, crit2 and crit3), no criteria values are specified for the variable.

Categories have code, name and formula. Formula is expression by which category value is computed. It can contain variable names enclosed in brackets (for example, [var1]) and various operators (for available operators see <http://ncalc.codeplex.com/wikipage?title=operators>) and functions (for available functions see <http://ncalc.codeplex.com/wikipage?title=functions>).

### 11.8.3. Algorithm

1. Rows from all source datasets are selected and filtered by criteria in selection element.
2. All possible combinations of selection criteria values are made. For this example:
  - year: 2007; geo: AT; crit1: cat1;
  - year: 2007; geo: AT; crit1: cat2;
  - ...
  - year: 2009; geo: EU27; crit1: cat2;
3. For each combination:
  - Variable values are acquired. Each variable value is the value in the row from that variable's source dataset that corresponds to the union of (a) this particular combination of selection criteria values and (b) that variable's criteria values. For example (using the variable definitions from the code above) for the selection combination {year: 2007; geo: AT; crit1: cat1}; the variable values are var1=5, var2=15, and var3=200:

Variable	Source dataset	Selection criteria values			Variable criteria values			Value
		year	geo	crit1	crit2	crit3	crit4	
var1	source1	2007	AT	cat1	cat1	cat2	N/A	5
var2	source1	2007	AT	cat1	cat2	cat1	N/A	15
var3	source2	2007	AT	cat1	N/A	N/A	cat1	200

N/A: Not Applicable (not part of the relevant source dataset)

- Computed category values are computed. For example:

Category	Expression (with variables)	Expression (with variable values)	Value
compCat1	[var1]/[var3]*100	5/200*100	2.5
compCat2	[var2]/[var3]*100	15/200*100	7.5

- The new dataset contains one row for each union of (a) a combination of selection criteria values and (b) a category of the computed criterion:

year	geo	crit1	compCrit	Value
2007	AT	cat1	compCat1	2.5
2007	AT	cat1	compCat2	7.5
...				
2009	EU28	cat1	compCat2	3

---

**STANDARD SUBMISSION FORMS**

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**IDENTIFICATION OF THE TENDERER**

<b>Identity</b>	
Name of the Tenderer	
Legal status of the Tenderer	
Date of registration	
Country of registration	
Address of registered office of Tenderer	
Registration number	
VAT number	
<b>Contact for Electronic Communication<sup>1</sup> (ref. Letter of Invitation point 12)<sup>2</sup></b>	
Surname: First name: Title (e.g. Dr, Mr, Ms) : Position (e.g. manager): E-mail address:	
<b>Legal Representatives</b>	
<b>Names and function of legal representatives</b> and of other representatives of the Tenderer who are authorised to sign contracts with third parties	
<b>Declaration by an authorised representative of the organisation</b>	
I, the undersigned, certify that the information given in this tender is correct and that the tender is valid.	
Surname: First name:	Signature:

---

<sup>1</sup> RAP Art.161.3

## WRITTEN UNDERTAKING FROM THIRD ENTITIES

**Applicable only if your tender includes several service providers.**

### Agreement / Power of Attorney

#### Model A

(DESIGNATING ONE OF THE COMPANIES OF THE GROUP AS LEADER AND GIVING A MANDATE TO IT)

We the undersigned :

- Signatory 1 (Name, Function, Company, Registered address, VAT Number)
- Signatory 2 (Name, Function, Company, Registered address, VAT Number)
- .....

- Signatory N (Name, Function, Company, Registered address, VAT Number),

Each of them having the legal capacity required to act on behalf of his/her company, HEREBY AGREE AS FOLLOWS:

1. In case the European Institute for Gender Equality has awarded the Contract .... (« the Contract ») to Company 1, Company 2, ..., Company N (« the Group Members»), based on the joint offer submitted by them on ... ..... for the supply of ..... and/or the provision of services for ... (« the Supplies and/or the Services »).
2. As co-signatories of the Contract, all the Group Members :
  - a. Shall be jointly and severally liable towards the European Institute for Gender Equality for the performance of the Contract.
  - b. Shall comply with the terms and conditions of the Contract and ensure the proper execution of their respective share of the Supplies and/or the Services.
3. To this effect, the Group Members designate Company X as Group Leader. [N.B.: The Group Leader has to be one of the Group Members]
4. Payments by the European Institute for Gender Equality related to the Supplies or the Services shall be made through the Group Leader's bank account .[Provide details on bank, address, account number, etc.].
5. The Group Members grant to the Group Leader all the necessary powers to act on their behalf in connection with the Supplies and/or the Services. This mandate involves in particular the following tasks :
  - a. The Group Leader shall sign any contractual documents — including the Contract — and issue any invoices related to the Supplies or the Services on behalf of the Group Members.

- b. The Group Leader shall act as single point of contact for the European Institute for Gender Equality in connection with the Supplies and/or the Services to be provided under the Contract. It shall co-ordinate the provision of the Supplies and/or the Services by the Group Members to the European Institute for Gender Equality, and shall see to a proper administration of the Contract.

Any modification to the present agreement / power of attorney shall be subject to approval from the European Institute for Gender Equality.

This agreement / power of attorney shall expire when all the contractual obligations of the Group Members towards the European Institute for Gender Equality in connection with the Supplies and/or the Services to be provided under the Contract have ceased to exist. The parties cannot terminate it before that date without the consent of the European Institute for Gender Equality.

Signed in ..... on .....

Name  
Function  
Company

Name  
Function  
Company

Name  
Function  
Company

Name  
Function  
Company

**WRITTEN UNDERTAKING FROM THIRD ENTITIES**

Applicable only if your tender includes several service providers

Agreement / Power of Attorney

Model B

(CREATING THE GROUP AS SEPARATE ENTITY, APPOINTING A GROUP MANAGER AND GIVING A MANDATE TO HIM/HER)

We the undersigned :

- Signatory 1 (Name, Function, Company, Registered address, VAT Number)
- Signatory 2 (Name, Function, Company, Registered address, VAT Number)
- .....
- Signatory N (Name, Function, Company, Registered address, VAT Number),

Each of them having the legal capacity required to act on behalf of his/her company,  
HEREBY AGREE AS FOLLOWS:

1. In case the European Institute for Gender Equality has awarded the Contract .... (**the Contract**) to Company 1, Company 2, ..., Company N (**the Group Members**), based on the joint offer submitted by them on ... .. for the supply of ..... and/or the provision of services for ... (**the Supplies and/or the Services**).
2. As co-signatories of the Contract, all the Group Members :
  - a. Shall be jointly and severally liable towards the European Institute for Gender Equality for the performance of the Contract.
  - b. Shall comply with the terms and conditions of the Contract and ensure the proper execution of their respective share of the Supplies and/or the Services.
3. To this effect, the Group Members have set up under the laws of ..... the Group ..... (**the Group**). The Group has the legal form of a ..... [*Provide details on registration of the Group: VAT Number, Trade Register, etc.*].
4. Payments by the European Institute for Gender Equality related to the Supplies or the Services shall be made through the Group's bank account . [*Provide details on bank, address, account number, etc.*].
5. The Group Members appoint Mr/Ms ..... as **Group Manager**.
6. The Group Members grant to the Group Manager all the necessary powers to act alone on their behalf in connection with the Supplies and/or the Services. This mandate involves in particular the following tasks :
  - a. The Group Manager shall sign any contractual documents — including the Contract — and issue any invoices related to the Supplies or the Services on behalf of the Group Members.

- b. The Group Manager shall act as single point of contact for the European Institute for Gender Equality in connection with the Supplies and/or the Services to be provided under the Contract. He/she shall co-ordinate the provision of the Supplies and/or the Services by the Group Members to the European Institute for Gender Equality, and shall see to a proper administration of the Contract.

Any modification to the present agreement / power of attorney shall be subject to approval of the European Institute for Gender Equality.

This agreement / power of attorney shall expire when all the contractual obligations of the Group Members towards the European Institute for Gender Equality in connection with the Supplies and/or the Services to be provided under the Contract have ceased to exist. The parties cannot terminate it before that date without the consent of the European Institute for Gender Equality.

Signed in ..... on .....

Name  
Function  
Company

Name  
Function  
Company

Name  
Function  
Company

**SUBCONTRACTING FORM by Tenderer**

Please indicate (by ticking the appropriate box) whether the Tenderer intends to subcontract all or part of the performance of the Contract, if awarded.

- YES, the Tenderer intends to subcontract all or part of the performance of the Contract, if awarded.
- NO, the Tenderer does not intend to subcontract all or part of the performance of the Contract, if awarded.

If YES, please specify which parts of the Contract, and the name and address of any subcontractor(s). In each case of subcontracting please specify the roles, activities and responsibilities of the proposed subcontractor(s) and the reasons why subcontracting is envisaged.

Description	Percentage of the contract	Subcontractor
	%	Name:  Address:
	%	Name:  Address:

**LETTER OF INTENT TO BE SIGNED by envisaged subcontractor**

The undersigned: .....

Name of the company/organisation: .....

Address: .....

Declares hereby the intention to collaborate in the execution of the tasks subject to the above call for tender, in accordance with the terms of the offer to which the present form is annexed, if the Contract is awarded to ..... (*name of the Tenderer*).

Declares hereby accepting the general conditions attached to the technical specifications for this call for tender.

Full name

Date

Signature

To be downloaded from:

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/legal\\_entities/legal\\_entities\\_en.cfm#en](http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm#en)

Please attach the necessary supporting documents as required (see instructions in the file).

Subcontractors are only obliged to provide the legal entity form without the evidence, and are not required to present the Financial Identification Form.

**FINANCIAL IDENTIFICATION FORM**

To be downloaded from:

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/financial\\_id/financial\\_id\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm)

Please attach the necessary supporting documents as required (see instructions in the file).

Comments [*in grey italics in square brackets*] are to be deleted and/or replaced by appropriate data by contractor.

Version March 2016

### Declaration on honour on exclusion criteria and selection criteria

The undersigned [*insert name of the signatory of this form*], representing:

<i>(only for natural persons)</i> himself or herself	<i>(only for legal persons)</i> the following legal person:
ID or passport number:  (‘the person’)	Full official name: Official legal form: Statutory registration number: Full official address: VAT registration number:  (‘the person’)

#### I – SITUATION OF EXCLUSION CONCERNING THE PERSON

	YES	NO
➤ declares that the above-mentioned person is in one of the following situations:		
a) it is bankrupt, subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under national legislation or regulations;	<input type="checkbox"/>	<input type="checkbox"/>
b) it has been established by a final judgement or a final administrative decision that the person is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the law of the country in which it is established, with those of the country in which the contracting authority is located or those of the country of the performance of the contract;	<input type="checkbox"/>	<input type="checkbox"/>
c) it has been established by a final judgement or a final administrative decision that the person is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:		
(i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;	<input type="checkbox"/>	<input type="checkbox"/>

(ii) entering into agreement with other persons with the aim of distorting competition;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) violating intellectual property rights;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) attempting to influence the decision-making process of the contracting authority during the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
d) it has been established by a final judgement that the person is guilty of the following:		
(i) fraud, within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) corruption, as defined in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of EU Member States, drawn up by the Council Act of 26 May 1997, and in Article 2(1) of Council Framework Decision 2003/568/JHA, as well as corruption as defined in the legal provisions of the country where the contracting authority is located, the country in which the person is established or the country of the performance of the contract;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) participation in a criminal organisation, as defined in Article 2 of Council Framework Decision 2008/841/JHA;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) money laundering or terrorist financing, as defined in Article 1 of Directive 2005/60/EC of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
(v) terrorist-related offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;	<input type="checkbox"/>	<input type="checkbox"/>
(vi) child labour or other forms of trafficking in human beings as defined in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;	<input type="checkbox"/>	<input type="checkbox"/>
e) the person has shown significant deficiencies in complying with the main obligations in the performance of a contract financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by an Authorising Officer, OLAF or the Court of Auditors;	<input type="checkbox"/>	<input type="checkbox"/>
f) it has been established by a final judgment or final administrative decision that the person has committed an irregularity within the meaning of Article 1(2) of Council Regulation (EC, Euratom) No 2988/95;	<input type="checkbox"/>	<input type="checkbox"/>
g) for the situations of grave professional misconduct, fraud, corruption, other criminal offences, significant deficiencies in the performance of the contract or irregularity, the applicant is subject to: i. facts established in the context of audits or investigations carried out by the Court of Auditors, OLAF or internal audit, or any other check, audit or	<input type="checkbox"/>	<input type="checkbox"/>

<p>control performed under the responsibility of an authorising officer of an EU institution, of a European office or of an EU agency or body;</p> <p>ii.non-final administrative decisions which may include disciplinary measures taken by the competent supervisory body responsible for the verification of the application of standards of professional ethics;</p> <p>iii.decisions of the ECB, the EIB, the European Investment Fund or international organisations;</p> <p>iv.decisions of the Commission relating to the infringement of the Union's competition rules or of a national competent authority relating to the infringement of Union or national competition law; or</p> <p>v.decisions of exclusion by an authorising officer of an EU institution, of a European office or of an EU agency or body.</p>		
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**II – SITUATIONS OF EXCLUSION CONCERNING NATURAL PERSONS WITH POWER OF REPRESENTATION, DECISION-MAKING OR CONTROL OVER THE LEGAL PERSON**

***Not applicable to natural persons, Member States and local authorities***

➤ declares that a natural person who is a member of the administrative, management or supervisory body of the above-mentioned legal person, or who has powers of representation, decision or control with regard to the above-mentioned legal person (this covers company directors, members of management or supervisory bodies, and cases where one natural person holds a majority of shares) is in one of the following situations:	YES	NO	N/A
Situation (c) above (grave professional misconduct)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (d) above (fraud, corruption or other criminal offence)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (e) above (significant deficiencies in performance of a contract )	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (f) above (irregularity)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**III – SITUATIONS OF EXCLUSION CONCERNING NATURAL OR LEGAL PERSONS ASSUMING UNLIMITED LIABILITY FOR THE DEBTS OF THE LEGAL PERSON**

➤ declares that a natural or legal person that assumes unlimited liability for the debts of the above-mentioned legal person is in one of the following situations:	YES	NO	N/A
Situation (a) above (bankruptcy)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (b) above (breach in payment of taxes or social security contributions)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**IV – GROUNDS FOR REJECTION FROM THIS PROCEDURE**

➤ declares that the above-mentioned person:	YES	NO
h) has distorted competition by being previously involved in the preparation of procurement documents for this procurement procedure.	<input type="checkbox"/>	<input type="checkbox"/>

**V – REMEDIAL MEASURES**

If the person declares one of the situations of exclusion listed above, it must indicate measures it has taken to remedy the exclusion situation, thus demonstrating its reliability. This may include e.g. technical, organisational and personnel measures to prevent further occurrence, compensation of damage or payment of fines. The relevant documentary evidence which illustrates the remedial measures taken must be provided in annex to this declaration. This does not apply for situations referred in point (d) of this declaration.

**VI – EVIDENCE UPON REQUEST**

Upon request and within the time limit set by the contracting authority the person must provide information on the persons that are members of the administrative, management or supervisory body. It must also provide the following evidence concerning the person itself and concerning the natural or legal persons which assume unlimited liability for the debt of the person:

For situations described in (a), (c), (d) or (f), production of a recent extract from the judicial record is required or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the person showing that those requirements are satisfied.

For the situation described in point (a) or (b), production of recent certificates issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the person is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions. Where any document described above is not issued in the country concerned, it may be replaced by a sworn statement made before a judicial authority or notary or, failing that, a solemn statement made before an administrative authority or a qualified professional body in its country of establishment.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
<i>Insert as many lines as necessary.</i>	

**VII – SELECTION CRITERIA**

➤ declares that the above-mentioned person complies with the selection criteria applicable to it individually as provided in the	YES	NO	N/A
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tender specifications:			
(a) It has the legal and regulatory capacity to pursue the professional activity needed for performing the contract as required in the tender specifications;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) It fulfills the applicable economic and financial criteria indicated in the tender specifications;	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) It fulfills the applicable technical and professional criteria indicated in the tender specifications.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

➤ if the above-mentioned person is the <b>sole tenderer</b> or the <b>leader in case of joint tender</b> , declares that:	YES	NO	N/A
(d) the tenderer, including all members of the group in case of joint tender and including subcontractors if applicable, complies with all the selection criteria for which a consolidated assessment will be made as provided in the tender specifications.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**VII – EVIDENCE FOR SELECTION**

The signatory declares that the above-mentioned person is able to provide the necessary supporting documents listed in the relevant sections of the tender specifications and which are not available electronically upon request and without delay.

The person is not required to submit the evidence if it has already been submitted for another procurement procedure. The documents must have been issued no more than one year before the date of their request by the contracting authority and must still be valid at that date.

The signatory declares that the person has already provided the documentary evidence for a previous procedure and confirms that there has been no change in its situation:

Document	Full reference to previous procedure
<i>Insert as many lines as necessary.</i>	

*The above-mentioned person may be subject to rejection from this procedure and to administrative sanctions (exclusion or financial penalty) if any of the declarations or information provided as a condition for participating in this procedure prove to be false.*

Full name

Date

Signature

### ECONOMIC AND FINANCIAL CAPACITY of the Tenderer

When analysing the submitted simplified financial statements, in the case of doubt and before excluding the company on the sole basis of financial incapacity, EIGE will request from the tenderer further information, e.g. complete official financial statements or provisional financial statement at half year.

The numbers must be indicated in ABSOLUTE VALUES (i.e. as full amounts and not in thousands or similar) and in EURO. The exchange rate to be used for the conversion of the amounts should be the monthly accounting rate of the last month of the financial year as published in the Official Journal of the EU

<http://ec.europa.eu/budget/inforeuro/index.cfm?fuseaction=home&Language=en>

Tenderer name:			
Begin and end of the financial year (eg: 1/1/n - 31/12/n):			
<b>Asset</b>	<b>2015</b>	<b>2014</b>	<b>2013</b>
Long term assets (assets convertible in cash in > than 1 year)	€ 0	€ 0	€ 0
Short term assets (current assets convertible in cash in =< than 1 year)	€ 0	€ 0	€ 0
Total assets ( TOTAL ASSETS SHOULD EQUAL TOTAL LIABILITIES)	€ 0	€ 0	€ 0
<b>Liabilities</b>	<b>2015</b>	<b>2014</b>	<b>2013</b>
Own capital (Equity)	€ 0	€ 0	€ 0
Long term debts (to be repaid in > than 1 year)	€ 0	€ 0	€ 0
Short term debts (to be repaid in =< than 1 year)	€ 0	€ 0	€ 0
Total liabilities (TOTAL LIABILITIES SHOULD EQUAL TOTAL ASSETS)	€ 0	€ 0	€ 0
<b>Profit and loss account data</b>	<b>2015</b>	<b>2014</b>	<b>2013</b>
Turnover (sales revenue realized from the day-to-day operations of the entity)	€ 0	€ 0	€ 0
Turnover in the field of the call for tenders	€ 0	€ 0	€ 0
Depreciation & amortisation	€ 0	€ 0	€ 0
EBITDA (Earnings before interest, taxes, amortisation, depreciation)	€ 0	€ 0	€ 0
Net profit (Earnings after interest, taxes, amortisation, depreciation)	€ 0	€ 0	€ 0
<b>Main indicators</b>	<b>2015</b>	<b>2014</b>	<b>2013</b>
Operational profit margin (EBITDA/turnover)			
Return on Equity: Rentability of own capital (net profit/own capital)			
Net working capital (current assets - current liabilities)			
Current ratio (current assets/current liabilities)			
Debt ratio (equity/(equity + non-current liability))			

**Declaration by the Chief Accounting Officer of the tenderer:**

From my position of the Chief Accounting Officer of the tenderer,

1. I confirm that the information presented in this simplified financial statement are correct and are taken from the official financial statements either finally approved, or from the preliminary financial statements in case these are not yet finally approved (applicable only to the last year statements).

2. I confirm that I am aware that, in the case we are successful tenderer, EIGE, before signing the contract, will ask and verify the official financial statements for the last 3 years.

3. I confirm that I have been informed that, under the Financial Regulation applicable to the general budget of the European Union (Council Regulation No 1605/2002 of 25 June 2002), as amended, and under the Implementing rules (Commission Regulation No 2342/2002 of 23 December 2002), as amended, tenderers found guilty of false declarations may be subject to administrative and financial penalties in accordance with the conditions laid down in that Regulation. In particular, I am aware that the information from this simplified financial statement must be in compliance with the official financial statements which EIGE will verify before signing the contract.

**Name of Chief Accounting Officer of the tenderer:**

**Date:**

**Signature:**

## Financial Offer Form

### EIGE/2016/OPER/01- Lot 1

**Maintenance, development and updating of statistical data and metadata of EIGE's gender statistics database; monitoring of its usability and relevance; and the production of reports upon request to support the dissemination process**

TENDERER:

Name of tenderer: .....

Address: .....

Phone: .....

URL: .....

Email: .....

<b>PROFESSIONAL FEES<sup>3</sup></b>	<b>Daily rate/ Unit price, EUR</b>	<b>Code</b>
Project Manager		A
Researcher in quantitative data analysis		B
Researcher on gender equality		C
Senior expert on gender statistics		D
Quality manager		E
Database expert		F
Editor		G
<b>OTHER COSTS<sup>4</sup></b>		
attendance cost of 1 expert (from the contractor's side) to 6 meetings/per year in Vilnius – fees NOT included		H
<b>TOTAL (A+B+C+D+E+F+G+H):</b>		

Full name: .....

Date: .....

Signature: .....

Stamp: .....

<sup>3</sup> The daily rate should cover expert's fees and all related administrative, logistical and all other expenditures, (e.g. translation expenses etc.). Prices should be quoted free of all duties, taxes and other charges (e.g. VAT).

<sup>4</sup> Meetings attendance costs shall include, all related expenses, such as e.g., travel and accommodation costs, daily allowances organisation/administration etc.

**Costs incurred in preparing and submitting tenders are borne by the tenderers and cannot be reimbursed.**

**EIGE/2016/OPER/01-Lot 2**

**Maintenance, development and updating of statistical data and metadata under the entry point on women and men in decision-making positions from EIGE's gender statistics database and the production of related reports**

TENDERER:

Name of tenderer: .....

Address: .....

Phone: .....

URL: .....

Email: .....

<b>PROFESSIONAL FEES<sup>5</sup></b>	<b>Daily rate/ Unit price, EUR</b>	<b>Code</b>
Project Manager		A
Researcher in quantitative data analysis		B
Researcher on gender equality		C
Senior expert on gender statistics		D
Quality manager		E
Database expert		F
Editor		G
<b>OTHER COSTS<sup>6</sup></b>		
attendance cost of 1 expert (from the contractor's side) to 6 meetings/per year in Vilnius – fees NOT included		H
<b>TOTAL (A+B+C+D+E+F+G+H):</b>		

Full name: .....

Date: .....

Signature: .....

Stamp: .....

<sup>5</sup> The daily rate should cover expert's fees and all related administrative, logistical and all other expenditures, (e.g. translation expenses etc.). Prices should be quoted free of all duties, taxes and other charges (e.g. VAT).

<sup>6</sup> Meetings attendance costs shall include, all related expenses, such as e.g., travel and accommodation costs, daily allowances organisation/administration etc.

**Costs incurred in preparing and submitting tenders are borne by the tenderers and cannot be reimbursed.**

**Notes:**

- **Please note that the prices indicated are maximum prices, and will be binding on the contractor throughout the contract implementation subject to possible price indexation/revision foreseen in the framework contract.**
- **NO REIMBURSABLES:** Prices must be quoted in **EURO** and include all expenses necessary to perform the contract. **No further reimbursements shall be made whatsoever.**
- A price shall be indicated for each category. Failure to comply with this requirement may lead to rejection of the tender.
- Prices shall be free of all duties, taxes (such as VAT) and other charges, as EIGE is exempt from such charges under Articles 3 and 4 of the Protocol on the privileges and immunities of the European Communities.
- Where the tenderer foresees other costs arising, these costs must be listed in addition to those in the table above.
- Every tenderer is required to verify that the results of all data entered in the model financial offer are correct and ensure that all averages, sub-totals, totals etc. are correct and consistently provided.
- Prices shall be fixed and not subject to revision for the first year of performance of the Contract. From the beginning of the second year of performance of the Contract, prices may be subject to revision. The revision shall be done as stipulated in the annexed draft contract.

**Checklist of documents to be submitted**

The purpose of the table below is to facilitate the preparation of the tender by providing an overview of the documents that must be included (marked by ) depending on the role of each economic operator in the tender (coordinator/group leader in joint bid, partner in joint bid, single contractor, main contractor, subcontractor).

Some of the documents are only relevant in cases of joint bids or when subcontractors are involved. Additional documents might be necessary depending on the specific characteristics of each tender.

Description	Coordinator or group leader in joint bid	All partners in joint bid	Single or main contractor	Subcontractor
original tenderer Identification Form	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
original Power of attorney of partners in joint bid indicating the group leader		<input checked="" type="checkbox"/>		
original Subcontracting form by tenderer, if appropriate	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
original Letter of intent of subcontractor				<input checked="" type="checkbox"/>
original Legal Entity Form	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
supporting documents for the Legal Entity Form	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
original Financial Identification form	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
original Declaration of honour	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Economic and financial capacity	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> if appropriate	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> if appropriate
Evidence of technical and professional capacity	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> if appropriate	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> if appropriate

Description	Coordinator or single Tenderer
Technical Offer	<input checked="" type="checkbox"/>
Financial Offer	<input checked="" type="checkbox"/>

## EIGE – Official public holidays for 2016

(01/01/2016 – 31/12/2016)

Public holidays		No. of days
1 January	Friday, New Year's Day	1
24 March	Maundy/Holy Thursday	2
25 March	Good Friday	3
28 March	Easter Monday	4
5 May	Thursday, Ascension Day	5
6 May	Friday, the day following Ascension Day	6
9 May	Monday, Anniversary of the Declaration made by President Robert Schuman in 1950	7
24 June	Friday, St. John's day	8
6 July	Wednesday, Anniversary of the Coronation of King Mindaugas	9
15 August	Monday, Assumption Day	10
1 November	Tuesday, All Saint's Day	11
2 November	Wednesday, All Soul's Day	12
26 December to 30 December	Monday 5 end-of-year days Friday	13-17
TOTAL DAYS		17

Work will resume as normal on Tuesday, 3 January 2017.

Without prejudice to the final schedule of public holidays for 2017, Monday 2 January 2017 will be a holiday.

EIGE reserves the right to modify this decision, should the needs of the services so require.



## **DRAFT FRAMEWORK SERVICE CONTRACT**

FRAMEWORK CONTRACT NUMBER – EIGE/2016/OPER/01

The European Institute for Gender Equality, a European Union Agency, (hereinafter referred to as EIGE or the contracting authority), with its seat at Gedimino pr. 16, LT – 01103, Vilnius, Lithuania, which is represented for the purposes of the signature of this contract by Ms Virginija Langbakk, Director,

on the one part, and

[*full official name*]

[*official legal form*]

[*statutory registration number*]

[*full official address* ]

[*VAT registration number*]

[(hereinafter referred to as 'the contractor'),][represented for the purposes of the signature of this framework contract by [*forename, surname and function*,,]]

[The parties identified above and hereinafter collectively referred to as the 'the contractor' shall be jointly and severally liable vis-à-vis the contracting authority for the performance of this framework contract.]

on the other part,

HAVE AGREED

to the **special conditions**, the **general conditions for service framework contracts**, the model specific contract and the following annexes:

**Annex I** – Tender specifications (reference No [complete] of [insert date])

**Annex II** – Contractor's tender (reference No [complete] of [insert date])

[Other annexes]

which form an integral part of this framework contract (hereinafter referred to as "the FWC").

- **The terms set out in the special conditions shall take precedence over those in the other parts of the FWC.**
- **The terms set out in the general conditions shall take precedence over those in the model specific contract**
- **The terms set out in the model specific contract shall take precedence over those in the other annexes.**
- **The terms set out in the tender specifications (Annex I) shall take precedence over those in the tender (Annex II).**
- **The terms set out in the framework contract shall take precedence over those in the specific contracts.**
- **The terms set out in the specific contracts shall take precedence over those in the requests for services.**
- **The terms set out in the requests for services shall take precedence over those in the specific tenders.**

## **I – SPECIAL CONDITIONS**

### **ARTICLE I.1 – SUBJECT MATTER**

**I.1.1** The subject matter of the FWC is for:

[Lot 1 - Maintenance, development and updating of statistical data and metadata of EIGE's gender statistics database; monitoring of its usability and relevance; and the production of reports upon request to support the dissemination process]; or

[Lot 2 - Maintenance, development and updating of statistical data and metadata under the entry point on women and men in decision-making positions from EIGE's gender statistics database and the production of related reports].

**I.1.2** Signature of the FWC imposes no obligation on the contracting authority to purchase. Only performance of the FWC through specific contracts is binding on the contracting authority.

#### **I.1.3 Single framework contract**

The contractor is selected for a single FWC. The contracting authority orders services by sending the contractor a specific contract [in paper format] [by e-mail] [via e-PRIOR].

Within [complete] working days, the contractor must either:

- send the specific contract back to the contracting authority signed and dated; or
- send an explanation of why it cannot accept the order.

If the contractor repeatedly refuses to sign the specific contracts or repeatedly fails to send them back on time, the contractor may be considered in breach of its obligations under this FWC as set out in Article II.18.1 (c).

### **ARTICLE I.2 – ENTRY INTO FORCE AND DURATION**

**I.2.1** The FWC shall enter into force on the date on which it is signed by EIGE as the last contracting party to sign.

**I.2.2** Under no circumstances may performance commence before the date on which the FWC enters into force. Execution of the tasks may under no circumstances begin before the date on which the specific contract enters into force.

**I.2.3** The FWC is concluded for a period of two years with effect from the date on which it enters into force. Unless otherwise specified, all periods specified in the FWC are calculated in calendar days.

**I.2.4** The specific contracts shall be signed by both parties before the FWC expires.

The FWC shall continue to apply to such specific contracts after its expiry. They shall be executed no later than six months after its expiry.

#### **I.2.5 FWC renewal**

The FWC shall be renewed automatically up to one time under the same conditions, unless written notification to the contrary is sent by one of the parties and received by the other three months before expiry of the period indicated in Article I.2.3. Renewal does not imply any modification or deferment of existing obligations.

## **ARTICLE I.3 – PRICES**

**I.3.1** The maximum amount of the FWC shall be EUR 1.600.000,00 (one million six hundred thousand). However, this must in no way be construed as a commitment on the contracting authority to purchase for the maximum amount.

Depending on the budget availability and the needs of EIGE, this amount could be increased by up to 50%.

The maximum prices of the services shall as listed in Annex II.

### **I.3.2 Price revision**

Prices shall be fixed and not subject to revision during the first year of duration of the FWC.

At the beginning of the second and every following year of the FWC, 80% of each price may be revised upwards or downwards, if such revision is requested by one of the parties in writing no later than three months before the anniversary of the date on which it was signed. The other party shall acknowledge receipt within 15 days of reception of the request. The new prices shall be communicated as soon as the final index is available. The contracting authority shall purchase on the basis of the prices in force on the date on which specific contracts are signed by both parties. Such prices shall not be subject to revision.

This revision shall be determined by the trend in the harmonised indices of consumer prices (HICP) MUICP, EICP published for the first time by [the Eurostat monthly 'Data in Focus' publication at <http://www.ec.europa.eu/eurostat/>].

Revision shall be calculated in accordance with the following formula:

$$Pr = Po \times \left( 0.2 + 0.8 \frac{I_r}{I_o} \right)$$

where:

Pr = revised price;

Po = price in the original tender;

Io = index for the month [in which the validity of the tender expires] [corresponding to the final date for submission of tenders];

Ir = index for the month corresponding to the date of receipt of the request to revise prices.

## **ARTICLE I.4 – PAYMENT ARRANGEMENTS AND PERFORMANCE OF THE FRAMEWORK CONTRACT**

### **I.4.1 Single framework contract and Specific contract**

Within a number of working days indicated by EIGE specifically for a given request, upon a request for services being sent by the contracting authority to the contractor, the contracting authority shall receive the completed specific tender back, duly signed and dated.

The period allowed for the execution of the tasks shall start to run on the date indicated in the specific contract.

### **I.4.2 Payment**

The contractor shall submit an invoice for payment of the provided services.

The invoice shall be accompanied by the required deliverables or any other document(s) or results in accordance with the relevant specific contract.

Provided, the deliverables any other required documents are approved by the contracting authority, the contracting authority shall make the payment within 30 days from receipt of the invoice.

This time limit for payment may be suspended where necessary deliverables or other documents have not been submitted, or are report is rejected. EIGE will inform the contractor in writing of any suspension of the time limit for payment, stating the reasons for suspension.

The contractor shall have 15 days in which to submit additional information or corrections, (a) new deliverable(s) or other documents if it is required by the contracting authority.

#### **ARTICLE I.5 – BANK ACCOUNT**

Payments shall be made to the contractor's bank account denominated in euro, identified as follows:

Name of bank:

Full address of branch:

Exact designation of account holder:

Full account number including [bank] codes:

IBAN code:

#### **ARTICLE I.6 – COMMUNICATION DETAILS AND DATA CONTROLLER**

For the purpose of Article II.6, the data controller shall be EIGE

Communications shall be sent to the following addresses:

EIGE:

Ms/Mr

European Institute for Gender Equality

Gedimino pr. 16

Vilnius 01103

Lithuania

e-mail:

Contractor:

[Full name]

[Function]

[Company name]

[Full official address]

Email: [complete]

#### **ARTICLE I.7 – APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

**I.7.1** The FWC shall be governed by Union law, complemented, where necessary, by the law of Lithuania.

**I.7.2** Any dispute between the parties in relation to the interpretation, application or validity of the FWC which cannot be settled amicably shall be brought before the courts of Lithuania.

## **I.8. DATA CONTROLLER**

For the purpose of Article II.9, the data controller is [insert position of the data controller and name of the organisational entity].

## **ARTICLE I.9- EXPLOITATION OF THE RESULTS OF THE FWC**

EIGE retains the right to publish any outcomes of the contract first.

When the contractor is using the data he/she shall use the reference to this contract as well as a disclaimer stating that: "the presented information and views do not reflect the official position of the European Union".

The contractor shall inform EIGE of possible making use of the data and other outcomes of this contract.

### **I.9.1 Modes of exploitation**

In accordance with Article II.13.1 whereby the Union acquires ownership of the results as defined in the tender specifications (Annex I), these results may be used for any of the following purposes:

- [(a) use for its own purposes:
  - (i) making available to the staff of the contracting authority
  - (ii) making available to the persons and entities working for the contracting authority or cooperating with it, including contractors, subcontractors whether legal or natural persons, Union institutions, agencies and bodies, Member States' institutions
  - (iii) installing, uploading, processing
  - (iv) arranging, compiling, combining, retrieving
  - (v) copying, reproducing in whole or in part and in unlimited number of copies
- (b) distribution to the public:
  - (i) publishing in hard copies
  - (ii) publishing in electronic or digital format
  - (iii) publishing on the internet as a downloadable/non-downloadable file
  - (iv) broadcasting by any kind of technique of transmission
  - (v) public presentation or display
  - (vi) communication through press information services
  - (vii) inclusion in widely accessible databases or indexes
  - (viii) otherwise in any form and by any method
- (c) modifications by the contracting authority or by a third party in the name of the contracting authority:
  - (i) shortening
  - (ii) summarizing
  - (iii) modifying of the content
  - (iv) making technical changes to the content:

- necessary correction of technical errors
- adding new parts or functionalities
- changing functionalities
- providing third parties with additional information concerning the result (e.g. source code) with a view of making modifications
- (v) addition of new elements, paragraphs titles, leads, bolds, legend, table of content, summary, graphics, subtitles, sound, etc.
- (vi) preparation in audio form, preparation as a presentation, animation, pictograms story, slide-show, public presentation etc.
- (vii) extracting a part or dividing into parts
- (viii) use of a concept or preparation of a derivative work
- (ix) digitisation or converting the format for storage or usage purposes
- (x) modifying dimensions
- (xi) translating, inserting subtitles, dubbing in different language versions:
  - English, French, German
  - all official languages of EU
  - languages used within EU
  - languages of candidate countries
  - other languages
- (d) the modes of exploitation listed in article II.13.4
- (e) rights to authorise, license, or sub-license in case of licensed pre-existing rights, the modes of exploitation set out in any of the points (a) to (d) to third parties.

Where the contracting authority becomes aware that the scope of modifications exceeds that envisaged in the contract, the contracting authority shall consult the contractor. Where necessary, the contractor shall in turn seek the agreement of any creator or other right holder. The contractor shall reply to the contracting authority within one month and shall provide its agreement, including any suggestions of modifications, free of charge. The creator may refuse the intended modification only when it may harm his honour, reputation or distort integrity of the work.

### **I.9.2 Pre-existing rights and transmission of rights**

All pre-existing rights shall be fully and irrevocably acquired by EIGE as provided for in Article II.13.1 and by derogation to Article II.13.2

All pre-existing rights incorporated in the results and directly related to the uses foreseen in Article I.9.1 shall be fully and irrevocably acquired by EIGE as provided for in Article II.13.1 and by derogation to Article II.13.2

The contractor shall provide to the contracting authority a list of pre-existing rights and third parties' rights including its personnel, creators or other right holders as provided for in Article II.13.5.

The contractor shall present relevant and exhaustive evidence about the acquisition of all the necessary pre-existing rights and third parties' rights together with delivery of the report or together with presentation of relevant result. This obligation should be fulfilled by presentation of the contractor's statement prepared in accordance with Annex A and third parties' statements prepared in accordance with Annex B and the relevant evidence listed in article II.13.5 as appropriate.

#### **ARTICLE I.10 – TERMINATION BY EITHER PARTY**

Either party may, unilaterally and without being required to pay compensation, terminate either the FWC or the FWC and specific contracts by formally notifying the other party and by giving one month's notice. Should the contracting authority terminate the FWC or specific contracts, the contractor shall only be entitled to payment corresponding to the part-performance of the services ordered before the termination date. The first paragraph of Article II.18.4 shall apply.

#### **ARTICLE I.11 – INTER-INSTITUTIONAL FRAMEWORK CONTRACT**

Not applicable

#### **[ARTICLE I.12 – OTHER SPECIAL CONDITIONS]**

### **SIGNATURES**

For the contractor,  
[Company name/forename/surname/function]

signature[s]: \_\_\_\_\_

Done at [Place], [date]

For the European Institute for Gender  
Equality,

Virginija Langbakk

Director

signature[s]: \_\_\_\_\_

Done at Vilnius, [date]

In duplicate in English.

## **II. GENERAL CONDITIONS FOR THE FRAMEWORK CONTRACT FOR SERVICES**

### **ARTICLE II.1. DEFINITIONS**

For the purpose of this FWC, the following definitions (indicated in *italics* in the text) apply:

**'Back office'**: the internal system(s) used by the parties to process electronic invoices;

**'Confidential information or document'**: any information or document received by either party from the other or accessed by either party in the context of the *implementation of the FWC*, that any of the parties has identified in writing as confidential. It may not include information that is publicly available;

**'Conflict of interest'**: a situation where the impartial and objective *implementation of the FWC* by the contractor is compromised for reasons involving family, emotional life, political or national affinity, economic interest, or any other shared interest with the contracting authority or any third party related to the subject matter of the FWC;

**'Creator'**: means any natural person who contributes to the production of the *result*;

**'EDI message'** (electronic data interchange): a message created and exchanged through the electronic transfer, from computer to computer, of commercial and administrative data using an agreed standard;

**'e-PRIOR'**: the service-oriented communication platform that provides a series of web services and allows the exchange of standardised electronic messages and documents between the parties. This is done either through web services, with a machine-to-machine connection between the parties' *back office systems (EDI messages)*, or through a web application (the *supplier portal*). The Platform may be used to exchange electronic documents (e-documents) such as electronic requests for services, electronic specific contracts, electronic acceptance of services and electronic invoices between the parties. Technical specifications (i.e. the *interface control document*), details on access and user manuals are available at the following website:

[http://ec.europa.eu/dgs/informatics/supplier\\_portal/documentation/documentation\\_en.htm](http://ec.europa.eu/dgs/informatics/supplier_portal/documentation/documentation_en.htm)

**'Force majeure'**: any unforeseeable, exceptional situation or event beyond the control of the parties that prevents either of them from fulfilling any of their obligations under the FWC. The situation or event must not be attributable to error or negligence on the part of the parties or on the part of the subcontractors and must prove to be inevitable despite their exercising due diligence. Defaults of service, defects in equipment or material or delays in making them available, labour disputes, strikes and financial difficulties may not be invoked as *force majeure*, unless they stem directly from a relevant case of *force majeure*;

**'Formal notification'** (or 'formally notify'): form of communication between the parties made in writing by mail or email, which provides the sender with compelling evidence that the message was delivered to the specified recipient;

**'Fraud'**: any intentional act or omission affecting the Union's financial interests relating to the use or presentation of false, incorrect or incomplete statements or documents or to non-disclosure of information in violation of a specific obligation;

**'Implementation of the FWC'**: the purchase of services envisaged in the FWC through the signature and *performance of specific contracts*;

**'Interface control document'**: the guideline document which lays down the technical specifications, message standards, security standards, checks of syntax and semantics, etc. to facilitate machine-to-machine connection. This document is updated on a regular basis;

**'Irregularity'**: any infringement of a provision of Union law resulting from an act or omission by an economic operator, which has, or would have, the effect of prejudicing the Union's budget.

**'Notification'** (or 'notify'): form of communication between the parties made in writing including by electronic means;

**'Order form'**: a simplified form of specific contract by which the contracting authority orders services under this FWC;

**'Performance of a specific contract'**: the execution of tasks and delivery of the purchased services by the contractor to the contracting authority;

**'Personnel'**: persons employed directly or indirectly or contracted by the contractor to implement the FWC;

**'Pre-existing material'**: any material, document, technology or know-how which exists prior to the contractor using it for the production of a *result* in the *implementation of the FWC*;

**'Pre-existing right'**: any industrial and intellectual property right on *pre-existing material*; it may consist in a right of ownership, a licence right and/or right of use belonging to the contractor, the *creator*, the contracting authority as well as to any other third parties;

**'Professional conflicting interest'**: a situation in which the contractor's previous or ongoing professional activities affect its capacity to implement the FWC or to perform a specific contract to an appropriate quality standard.

**'Related person'**: any person who has the power to represent the contractor or to take decisions on its behalf;

**'Request for services'**: a document from the contracting authority requesting that the contractors in a multiple FWC provide a specific tender for services whose terms are not entirely defined under the FWC;

**'Result'**: any intended outcome of the *implementation of the FWC*, whatever its form or nature, which is delivered and finally or partially approved by the contracting authority. A *result* may be further defined in this FWC as a deliverable. A *result* may, in addition to materials produced by the contractor or at its request, also include *pre-existing materials*;

**'Specific contract'**: a contract implementing the FWC and specifying details of a service to be provided;

**'Substantial error'**: any infringement of a contract provision resulting from an act or omission, which causes or might cause a loss to the Union's budget.

**'Supplier portal'**: the *e-PRIOR* portal, which allows the contractor to exchange electronic business documents, such as invoices, through a graphical user interface; its main features can be found in the supplier portal overview document available on: [http://ec.europa.eu/dgs/informatics/supplier\\_portal/doc/um\\_supplier\\_portal\\_overview.pdf](http://ec.europa.eu/dgs/informatics/supplier_portal/doc/um_supplier_portal_overview.pdf)

## **ARTICLE II.2. ROLES AND RESPONSIBILITIES IN THE EVENT OF A JOINT TENDER**

In the event of a joint tender submitted by a group of economic operators and where the group does not have legal personality or legal capacity, one member of the group is appointed as leader of the group.

## **ARTICLE II.3. SEVERABILITY**

Each provision of this FWC is severable and distinct from the others. If a provision is or becomes illegal, invalid or unenforceable to any extent, it must be severed from the remainder of the FWC. This does not affect the legality, validity or enforceability of any other provisions of the FWC, which

continue in full force and effect. The illegal, invalid or unenforceable provision must be replaced by a legal, valid and enforceable substitute provision which corresponds as closely as possible with the actual intent of the parties under the illegal, invalid or unenforceable provision. The replacement of such a provision must be made in accordance with Article II.11. The FWC must be interpreted as if it had contained the substitute provision as from its entry into force.

#### **ARTICLE II.4. PROVISION OF SERVICES**

- II.4.1** Signature of the FWC does not guarantee any actual purchase. The contracting authority is bound only by specific contracts implementing the FWC.
- II.4.2** The contractor must provide services of high quality standards, in accordance with the state of the art in the industry and the provisions of this FWC, in particular the tender specifications and the terms of its tender.
- II.4.3** The contractor must comply with the minimum requirements provided for in the tender specifications. This includes compliance with applicable obligations under environmental, social and labour law established by Union law, national law and collective agreements or by the international environmental, social and labour law provisions listed in Annex X to Directive 2014/24/EU<sup>1</sup>.
- II.4.4** The contractor must obtain any permit or licence required in the State where the services are to be provided.
- II.4.5** All periods specified in the FWC are calculated in calendar days, unless otherwise specified.
- II.4.6** The contractor must not present itself as a representative of the contracting authority and must inform third parties that it is not part of the European public service.
- II.4.7** The contractor is responsible for the *personnel* who carry out the services and exercises its authority over its *personnel* without interference by the contracting authority. The contractor must inform its *personnel* that:
- (a) they may not accept any direct instructions from the contracting authority; and
  - (b) their participation in providing the services does not result in any employment or contractual relationship with the contracting authority.
- II.4.8** The contractor must ensure that the *personnel* implementing the FWC and any future replacement personnel possess the professional qualifications and experience required to provide the services, as the case may be on the basis of the selection criteria set out in the tender specifications.
- II.4.9** At the contracting authority's reasoned request, the contractor must replace any member of *personnel* who:
- (a) does not have the expertise required to provide the services; or
  - (b) has caused disruption at the premises of the contracting authority.

The contractor bears the cost of replacing its *personnel* and is responsible for any delay in providing the services resulting from the replacement of *personnel*.

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<sup>1</sup> OJ L 94 of 28.03.2014, p. 65

**II.4.10** The contractor must record and report to the contracting authority any problem that affects its ability to provide the services. The report must describe the problem, state when it started and what action the contractor is taking to resolve it.

## **ARTICLE II.5. COMMUNICATION BETWEEN THE PARTIES**

### **II.5.1. Form and means of communication**

Any communication of information, notices or documents under the FWC must:

- (a) be made in writing in paper or electronic format in the language of the contract;
- (b) bear the FWC number and, if applicable, the specific contract number;
- (c) be made using the relevant communication details set out in Article I.8; and
- (d) be sent by mail, email or, for the documents specified in the special conditions, via *e-PRIOR*.

If a party requests written confirmation of an e-mail within a reasonable time, the other party must provide an original signed paper version of the communication as soon as possible.

The parties agree that any communication made by email has full legal effect and is admissible as evidence in judicial proceedings.

### **II.5.2. Date of communications by mail and email**

Any communication is deemed to have been made when the receiving party receives it, unless this FWC contract refers to the date when the communication was sent.

E-mail is deemed to have been received by the receiving party on the day of dispatch of that e-mail, provided that it is sent to the e-mail address indicated in Article I.8. The sending party must be able to prove the date of dispatch. In the event that the sending party receives a non-delivery report, it must make every effort to ensure that the other party actually receives the communication by email or mail. In such a case, the sending party is not held in breach of its obligation to send such communication within a specified deadline.

Mail sent to the contracting authority is deemed to have been received by the contracting authority on the date on which the department responsible referred to in Article I.8 registers it.

*Formal notifications* are considered to have been received by the receiving party on the date of receipt indicated in the proof received by the sending party that the message was delivered to the specified recipient.

### **II.5.3. Submission of e-documents via e-PRIOR**

1. If provided for in the special conditions, the exchange of electronic documents (e-documents) such as requests for services, specific contracts and invoices between the parties is automated through the use of the *e-PRIOR* platform. This platform provides two possibilities for such exchanges: either through web services (machine-to-machine connection) or through a web application (the *supplier portal*).
2. The contracting authority takes the necessary measures to implement and maintain electronic systems that enable the *supplier portal* to be used effectively.
3. In the case of machine-to-machine connection, a direct connection is established between the parties' *back offices*. In this case, the parties take the measures necessary on their side to

implement and maintain electronic systems that enable the machine-to-machine connection to be used effectively. The electronic systems are specified in the *interface control document*. The contractor (or leader in the case of a joint tender) must take the necessary technical measures to set up a machine-to-machine connection and at its own cost.

4. If communication via the *supplier portal* or via the web services (machine-to-machine connection) is hindered by factors beyond the control of one party, it must *notify* the other immediately and the parties must take the necessary measures to restore this communication.
5. If it is impossible to restore the communication within two working days, one party must *notify* the other that alternative means of communication specified in Article II.5.1 will be used until the *supplier portal* or the machine-to-machine connection is restored.
6. When a change in the *interface control document* requires adaptations, the contractor (or leader in the case of a joint tender) has up to six months from receipt of the *notification* to implement this change. This period can be shortened by mutual agreement of the parties. This period does not apply to urgent measures required by the security policy of the contracting authority to ensure integrity, confidentiality and non-repudiation of information and the availability of *e-PRIOR*, which must be applied immediately.

#### **II.5.4. Validity and date of e-documents**

1. The parties agree that any e-document, including related attachments exchanged via *e-PRIOR*:
  - (a) is considered as equivalent to a paper document;
  - (b) is deemed to be the original of the document;
  - (c) is legally binding on the parties once an *e-PRIOR* authorised person has performed the 'sign' action in *e-PRIOR* and has full legal effect; and
  - (d) constitutes evidence of the information contained in it and is admissible as evidence in judicial proceedings.
2. The parties expressly waive any rights to contest the validity of such a document solely on the grounds that communications between the parties occurred through *e-PRIOR* or that the document has been signed through *e-PRIOR*. If a direct connection is established between the parties' *back offices* to allow electronic transfer of documents, the parties agree that an e-document, sent as mentioned in the *interface control document*, qualifies as an *EDI message*.
3. If the e-document is dispatched through the *supplier portal*, it is deemed to have been legally issued or sent when the contractor (or leader in the case of a joint tender) is able to successfully submit the e-document without any error messages. The generated PDF and XML document for the e-document are considered as a proof of receipt by the contracting authority.
4. In the event that an e-document is dispatched using a direct connection established between the parties' *back offices*, the e-document is deemed to have been legally issued or sent when its status is 'received' as defined in the *interface control document*.
5. When using the *supplier portal*, the contractor (or leader in the case of a joint tender) can download the PDF or XML message for each e-document for one year after submission.

After this period, copies of the e-documents are no longer available for automatic download from the *supplier portal*.

#### **II.5.5. Authorised persons in e-PRIOR**

The contractor submits a request for each person who needs to be assigned the role of 'user' in *e-PRIOR*. These persons are identified by means of the European Communication Authentication Service (ECAS) and authorised to access and perform actions in *e-PRIOR* within the permissions of the user roles that the contracting authority has assigned to them.

User roles enabling these *e-PRIOR* authorised persons to sign legally binding documents such as specific tenders or specific contracts are granted only upon submission of supporting documents proving that the authorised person is empowered to act as a legal representative of the contractor.

### **ARTICLE II.6. LIABILITY**

- II.6.1** The contracting authority is not liable for any damage or loss caused by the contractor, including any damage or loss to third parties during or as a consequence of *implementation of the FWC*.
- II.6.2** If required by the relevant applicable legislation, the contractor must take out an insurance policy against risks and damage or loss relating to the *implementation of the FWC*. It must also take out supplementary insurance as reasonably required by standard practice in the industry. Upon request, the contractor must provide evidence of insurance coverage to the contracting authority.
- II.6.3** The contractor is liable for any loss or damage caused to the contracting authority during or as a consequence of *implementation of the FWC*, including in the event of subcontracting, but only up to an amount not exceeding three times the total amount of the relevant specific contract. However, if the damage or loss is caused by the gross negligence or wilful misconduct of the contractor or of its *personnel* or subcontractors, the contractor is liable for the whole amount of the damage or loss.
- II.6.4** If a third party brings any action against the contracting authority in connection with the *implementation of the FWC*, including any action for alleged breach of intellectual property rights, the contractor must assist the contracting authority in the legal proceedings, including by intervening in support of the contracting authority upon request. If the contracting authority's liability towards the third party is established and that such liability is caused by the contractor during or as a consequence of the *implementation of the FWC*, Article II.6.3 applies.
- II.6.5** If the contractor is composed of two or more economic operators (i.e. who submitted a joint tender), they are all jointly and severally liable to the contracting authority for the *implementation of the FWC*.
- II.6.6** The contracting authority is not liable for any loss or damage caused to the contractor during or as a consequence of *implementation of the FWC*, unless the loss or damage was caused by wilful misconduct or gross negligence of the contracting authority.

### **ARTICLE II.7. CONFLICT OF INTEREST AND PROFESSIONAL CONFLICTING INTERESTS**

- II.7.1** The contractor must take all the necessary measures to prevent any situation of *conflict of interest or professional conflicting interest*.

**II.7.2** The contractor must *notify* the contracting authority in writing as soon as possible of any situation that could constitute a *conflict of interest* or a *professional conflicting interest* during the *implementation of the FWC*. The contractor must immediately take action to rectify the situation.

The contracting authority may do any of the following:

- (a) verify that the contractor's action is appropriate;
- (b) require the contractor to take further action within a specified deadline;
- (c) decide not to award a specific contract to the contractor.

**II.7.3** The contractor must pass on all the relevant obligations in writing to:

- (a) its *personnel*;
- (b) any natural person with the power to represent it or take decisions on its behalf;
- (c) third parties involved in the *implementation of the FWC*, including subcontractors.

The contractor must also ensure that the persons referred to above are not placed in a situation which could give rise to conflicts of interest.

## **ARTICLE II.8. CONFIDENTIALITY**

**II.8.1.** The contracting authority and the contractor must treat with confidentiality any information or documents, in any format, disclosed in writing or orally, relating to the *implementation of the FWC* and identified in writing as confidential.

**II.8.2.** Each party must:

- (a) not use *confidential information or documents* for any purpose other than to perform its obligations under the FWC or a specific contract without the prior written agreement of the other party;
- (b) ensure the protection of such *confidential information or documents* with the same level of protection as its own *confidential information or documents* and in any case with due diligence;
- (c) not disclose, directly or indirectly, *confidential information or documents* to third parties without the prior written agreement of the other party.

**II.8.3** The confidentiality obligations set out in this Article are binding on the contracting authority and the contractor during the *implementation of the FWC* and for as long as the information or documents remain confidential unless:

- (a) the disclosing party agrees to release the receiving party from the confidentiality obligation earlier;
- (b) the *confidential information or documents* become public through other means than a breach of the confidentiality obligation;
- (c) the applicable law requires the disclosure of the *confidential information or documents*.

**II.8.4** The contractor must obtain from any natural person with the power to represent it or take decisions on its behalf, as well as from third parties involved in the *implementation of the FWC* a commitment that they will comply with this Article. At the request of the contracting

authority, the contractor must provide a document providing evidence of this commitment.

## **ARTICLE II.9. PROCESSING OF PERSONAL DATA**

- II.9.1** Any personal data included in the FWC must be processed in accordance with Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Such data must be processed by the data controller solely for the purposes of the implementation, management and monitoring of the FWC. This does not affect its possible transmission to bodies entrusted with monitoring or inspection tasks in application of Union law.
- II.9.2** The contractor has the right to access its personal data and the right to rectify any such data. The contractor should address any queries concerning the processing of its personal data to the data controller.
- II.9.3** The contractor has right of recourse at any time to the European Data Protection Supervisor.
- II.9.4** If the FWC requires the contractor to process any personal data, the contractor may act only under the supervision of the data controller, in particular with regard to the purposes of the processing, the categories of data that may be processed, the recipients of the data and the means by which the data subject may exercise its rights.
- II.9.5** The contractor must grant *personnel* access to the data to the extent strictly necessary for the implementation, management and monitoring of the FWC.
- II.9.6** The contractor must adopt appropriate technical and organisational security measures, giving due regard to the risks inherent in the processing and to the nature of the personal data concerned, in order to:
- (a) prevent any unauthorised person from gaining access to computer systems processing personal data, and especially:
    - (i) unauthorised reading, copying, alteration or removal of storage media;
    - (ii) unauthorised data inputting, as well as any unauthorised disclosure, alteration or erasure of stored personal data;
    - (iii) unauthorised use of data processing systems by means of data transmission facilities;
  - (b) ensure that authorised users of a data-processing system can access only the personal data to which their access right refers;
  - (c) record which personal data have been communicated, when and to whom;
  - (d) ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the contracting authority;
  - (e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;
  - (f) design its organisational structure in such a way that it meets data protection requirements.

## **ARTICLE II.10. SUBCONTRACTING**

- II.10.1** The contractor must not subcontract and have the FWC implemented by third parties beyond the third parties already mentioned in its tender without prior written authorisation from the contracting authority.
- II.10.2** Even if the contracting authority authorises subcontracting, the contractor remains bound by its contractual obligations and is solely responsible for the *implementation of the FWC*.
- II.10.3** The contractor must ensure that the subcontract does not affect the rights of the contracting authority under this FWC, particularly those under Articles II.8, II.13 and II.24.
- II.10.4** The contracting authority may request the contractor to replace a subcontractor found to be in a situation provided for in points (d) and (e) of Article II.18.1.

## **ARTICLE II.11. AMENDMENTS**

- II.11.1** Any amendment to the FWC or a specific contract must be made in writing before all contractual obligations have been fulfilled. A specific contract does not constitute an amendment to the FWC.
- II.11.2** Any amendment must not make changes to the FWC or a specific contract that might alter the initial conditions of the procurement procedure or result in unequal treatment of tenderers or contractors.

## **ARTICLE II.12. ASSIGNMENT**

- II.12.1** The contractor must not assign any of the rights and obligations arising from the FWC, including claims for payments or factoring, without prior written authorisation from the contracting authority. In such cases, the contractor must provide the contracting authority with the identity of the intended assignee.
- II.12.2** Any right or obligation assigned by the contractor without authorisation is not enforceable against the contracting authority.

## **ARTICLE II.13. INTELLECTUAL PROPERTY RIGHTS**

### **II.13.1. Ownership of the rights in the results**

The Union acquires irrevocably worldwide ownership of the *results* and of all intellectual property rights under the FWC. The intellectual property rights so acquired include any rights, such as copyright and other intellectual or industrial property rights, to any of the *results* and to all technological solutions and information created or produced by the contractor or by its subcontractor in *implementation of the FWC*. The contracting authority may exploit and use the acquired rights as stipulated in this FWC. The Union acquires all the rights from the moment the contracting authority approves the *results* delivered by the contractor. Such delivery and approval are deemed to constitute an effective assignment of rights from the contractor to the Union.

The payment of the price includes any fees payable to the contractor about the acquisition of ownership of rights by the Union including for all forms of exploitation and of use of the *results*.

### **II.13.2. Licensing rights on pre-existing materials**

Unless provided otherwise in the special conditions, the Union does not acquire ownership of *pre-existing rights* under this FWC.

The contractor licenses the *pre-existing rights* on a royalty-free, non-exclusive and irrevocable basis to the Union, which may use the *pre-existing materials* for all the modes of exploitation set out in this FWC or in specific contracts. All *pre-existing rights* are licensed to the Union from the moment the *results* are delivered and approved by the contracting authority.

The licensing of *pre-existing rights* to the Union under this FWC covers all territories worldwide and is valid for the duration of intellectual property rights protection.

The payment of the price as set out in the specific contracts is deemed to also include any fees payable to the contractor in relation to the licensing of *pre-existing rights* to the Union, including for all forms of exploitation and of use of the *results*.

Where *implementation of the FWC* requires that the contractor uses *pre-existing materials* belonging to the contracting authority, the contracting authority may request that the contractor signs an adequate licence agreement. Such use by the contractor will not entail any transfer of rights to the contractor and is limited to the needs of this FWC.

### **II.13.3. Exclusive rights**

The Union acquires the following exclusive rights:

- (a) reproduction: the right to authorise or prohibit direct or indirect, temporary or permanent reproduction of the *results* by any means (mechanical, digital or other) and in any form, in whole or in part;
- (b) communication to the public: the exclusive right to authorise or prohibit any display, performance or communication to the public, by wire or wireless means, including the making available to the public of the *results* in such a way that members of the public may access them from a place and at a time individually chosen by them; this right also includes the communication and broadcasting by cable or by satellite;
- (c) distribution: the exclusive right to authorise or prohibit any form of distribution of *results* or copies of the *results* to the public, by sale or otherwise;
- (d) rental: the exclusive right to authorise or prohibit rental or lending of the *results* or of copies of the *results*;
- (e) adaptation: the exclusive right to authorise or prohibit any modification of the *results*;
- (f) translation: the exclusive right to authorise or prohibit any translation, adaptation, arrangement, creation of derivative works based on the *results*, and any other alteration of the *results*, subject to the respect of moral rights of authors, where applicable;
- (g) where the *results* are or include a database: the exclusive right to authorise or prohibit the extraction of all or a substantial part of the contents of the database to another medium by any means or in any form; and the exclusive right to authorise or prohibit the re-utilization of all or a substantial part of the contents of the database by the distribution of copies, by renting, by on-line or other forms of transmission;
- (h) where the *results* are or include a patentable subject-matter: the right to register them as a patent and to further exploit such patent to the fullest extent;

- (i) where the *results* are or include logos or subject-matter which could be registered as a trademark: the right to register such logo or subject-matter as a trademark and to further exploit and use it;
- (j) where the *results* are or include know-how: the right to use such know-how as is necessary to make use of the *results* to the full extent provided for by this FWC, and the right to make it available to contractors or subcontractors acting on behalf of the contracting authority, subject to their signing of adequate confidentiality undertakings where necessary;
- (k) where the *results* are documents:
  - (i) the right to authorise the reuse of the documents in conformity with the Commission Decision of 12 December 2011 on the reuse of Commission documents (2011/833/EU), to the extent it is applicable and the documents fall within its scope and are not excluded by any of its provisions; for the sake of this provision, 'reuse' and 'document' have the meaning given to it by this Decision;
  - (ii) the right to store and archive the *results* in line with the document management rules applicable to the contracting authority, including digitisation or converting the format for preservation or new use purposes;
- (l) where the *results* are or incorporate software, including source code, object code and, where relevant, documentation, preparatory materials and manuals, in addition to the other rights mentioned in this Article:
  - (i) end-user rights, for all uses by the Union or by subcontractors which result from this FWC and from the intention of the parties;
  - (ii) the rights to decompile or disassemble the software;
- (m) to the extent that the contractor may invoke moral rights, the right for the contracting authority, except where otherwise provided in this FWC, to publish the *results* with or without mentioning the *creator(s)*' name(s), and the right to decide when and whether the *results* may be disclosed and published.

The contractor warrants that the exclusive rights and the modes of exploitation may be exercised by the Union on all parts of the *results*, be they created by the contractor or consisting of *pre-existing materials*.

Where *pre-existing materials* are inserted in the *results*, the contracting authority may accept reasonable restrictions impacting on the above list, provided that the said materials are easily identifiable and separable from the rest, that they do not correspond to substantial elements of the *results*, and that, should the need arise, satisfactory replacement solutions exist, at no additional costs to the contracting authority. In such case, the contractor will have to clearly inform the contracting authority before making such choice and the contracting authority has the right to refuse it.

#### **II.13.4. Modes of exploitation**

The Union shall acquire ownership of each of the results produced as an outcome of the FWC which may be used for any of the following purposes:

- (a) giving access upon individual requests without the right to reproduce or exploit, as provided for by Regulation 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents;

- (b) storage of the original and copies made in accordance with this FWC or specific contract or order form;
- (c) archiving in line with the document management rules applicable to the contracting authority.

#### **II.13.5. Identification of pre-existing rights**

When delivering the *results*, the contractor must warrant that, for any use that the contracting authority may envisage within the limits set in this FWC, the *results* and the *pre-existing material* incorporated in the *results* are free of claims from *creators* or from any third parties and all the necessary *pre-existing rights* have been obtained or licensed.

To that effect, the contractor must establish a list of all *pre-existing rights* to the *results* of this FWC or parts thereof, including identification of the rights' owners. If there are no *pre-existing rights* to the *results*, the contractor must provide a declaration to that effect. The contractor must provide this list or declaration to the contracting authority together with the invoice for payment of the balance at the latest.

#### **II.13.6. Evidence of granting of pre-existing rights**

Upon request by the contracting authority, the contractor must provide evidence that it has the ownership or the right to use all the listed *pre-existing rights*, except for the rights owned or licensed by the Union. The contracting authority may request this evidence even after the end of this FWC.

This evidence may refer, for example, to rights to: parts of other documents, images, graphs, fonts, tables, data, software, technical inventions, know-how, IT development tools, routines, subroutines or other programs ('background technology'), concepts, designs, installations or pieces of art, data, source or background materials or any other parts of external origin.

This evidence must include, as appropriate:

- (a) the name and version number of a software product;
- (b) the full identification of the work and its author, developer, *creator*, translator, data entry person, graphic designer, publisher, editor, photographer, producer;
- (c) a copy of the licence to use the product or of the agreement granting the relevant rights to the contractor or a reference to this licence;
- (d) a copy of the agreement or extract from the employment contract granting the relevant rights to the contractor where parts of the *results* were created by its *personnel*;
- (e) the text of the disclaimer notice if any.

Provision of evidence does not release the contractor from its responsibilities if it is found that it does not hold the necessary rights, regardless of when and by whom this fact is revealed.

The contractor also warrants that it possesses the relevant rights or powers to execute the transfer and that it has paid or has verified payment of all due fees including fees due to collecting societies, related to the final *results*.

#### **II.13.7. Quotation of works in the result**

In the *result*, the contractor must clearly point out all quotations of existing works. The complete reference should include as appropriate, the following: name of the author, title of the work, date

and place of publication, date of creation, address of publication on the internet, number, volume and other information that allows the origin to be easily identified.

#### **II.13.8. Moral rights of creators**

By delivering the *results*, the contractor warrants that the *creators* will not object to the following on the basis of their moral rights under copyright:

- (a) that their names be mentioned or not mentioned when the *results* are presented to the public;
- (b) that the *results* be divulged or not after they have been delivered in their final version to the contracting authority;
- (c) that the *results* be adapted, provided that this is done in a manner which is not prejudicial to the *creator's* honour or reputation.

If moral rights on parts of the *results* protected by copyright may exist, the contractor must obtain the consent of *creators* regarding the granting or waiver of the relevant moral rights in accordance with the applicable legal provisions and be ready to provide documentary evidence upon request.

#### **II.13.9. Image rights and sound recordings**

If natural persons appear in a *result* or their voice or any other private element is recorded in a recognisable manner, the contractor must obtain a statement by these persons (or, in the case of minors, by the persons exercising parental authority) giving their permission for the described use of their image, voice or private element and, on request, submit a copy of the permission to the contracting authority. The contractor must take the necessary measures to obtain such consent in accordance with the applicable legal provisions.

#### **II.13.10. Copyright notice for pre-existing rights**

When the contractor retains *pre-existing rights* on parts of the *results*, reference must be inserted to that effect when the *result* is used as set out in Article I.10.1, with the following disclaimer: '© — year — European Union. All rights reserved. Certain parts are licensed under conditions to the EU', or with any other equivalent disclaimer as the contracting authority may consider best appropriate, or as the parties may agree on a case-by-case basis. This does not apply where inserting such reference would be impossible, notably for practical reasons.

#### **II.13.11. Visibility of Union funding and disclaimer**

When making use of the *results*, the contractor must declare that they have been produced under a contract with the Union and that the opinions expressed are those of the contractor only and do not represent the contracting authority's official position. The contracting authority may waive this obligation in writing or provide the text of the disclaimer.

### **ARTICLE II.14. FORCE MAJEURE**

**II.14.1** If a party is affected by *force majeure*, it must immediately *notify* the other party, stating the nature of the circumstances, their likely duration and foreseeable effects.

**II.14.2** A party is not liable for any delay or failure to perform its obligations under the FWC if that delay or failure is a *result* of *force majeure*. If the contractor is unable to fulfil its contractual obligations owing to *force majeure*, it has the right to remuneration only for the services actually provided.

**II.14.3** The parties must take all necessary measures to limit any damage due to *force majeure*.

## **ARTICLE II.15. LIQUIDATED DAMAGES**

### **II.15.1. Delay in delivery**

If the contractor fails to perform its contractual obligations within the applicable time limits set out in this FWC, the contracting authority may claim liquidated damages for each day of delay using the following formula:

$$0.3 \times (V/d)$$

where:

*V* is the price of the relevant purchase or deliverable or *result*;

*d* is the duration specified in the relevant specific contract for delivery of the relevant purchase or deliverable or *result* or, failing that, the period between the date specified in Article I.4.2 and the date of delivery or performance specified in the relevant specific contract, expressed in days.

Liquidated damages may be imposed together with a reduction in price under the conditions laid down in Article II.16.

### **II.15.2. Procedure**

The contracting authority must *formally notify* the contractor of its intention to apply liquidated damages and the corresponding calculated amount.

The contractor has 30 days following the date of receipt to submit observations. Failing that, the decision becomes enforceable the day after the time limit for submitting observations has elapsed.

If the contractor submits observations, the contracting authority, taking into account the relevant observations, must *notify* the contractor:

- (a) of the withdrawal of its intention to apply liquidated damages; or
- (b) of its final decision to apply liquidated damages and the corresponding amount.

### **II.15.3. Nature of liquidated damages**

The parties expressly acknowledge and agree that any amount payable under this Article is not a penalty and represents a reasonable estimate of fair compensation for the damage incurred due to failure to provide the services within the applicable time limits set out in this FWC.

### **II.15.4. Claims and liability**

Any claim for liquidated damages does not affect the contractor's actual or potential liability or the contracting authority's rights under Article II.18.

## **ARTICLE II.16. REDUCTION IN PRICE**

### **II.16.1. Quality standards**

If the contractor fails to provide the service in accordance with the FWC or a specific contract ('unperformed obligations') or if it fails to provide the service in accordance with the expected quality levels specified in the tender specifications ('low quality delivery'), the contracting authority may reduce or recover payments proportionally to the seriousness of the unperformed obligations or low quality delivery. This includes in particular cases where the contracting authority cannot

approve a *result*, report or deliverable as defined in Article I.6 after the contractor has submitted the required additional information, correction or new version.

A reduction in price may be imposed together with liquidated damages under the conditions of Article II.15.

#### **II.16.2. Procedure**

The contracting authority must *formally notify* the contractor of its intention to reduce payment and the corresponding calculated amount.

The contractor has 30 days following the date of receipt to submit observations. Failing that, the decision becomes enforceable the day after the time limit for submitting observations has elapsed.

If the contractor submits observations, the contracting authority, taking into account the relevant observations, must *notify* the contractor:

- (a) of the withdrawal of its intention to reduce payment; or
- (b) of its final decision to reduce payment and the corresponding amount,.

#### **II.16.3. Claims and liability**

Any reduction in price does not affect the contractor's actual or potential liability or the contracting authority's rights under Article II.18.

### **ARTICLE II.17. SUSPENSION OF THE IMPLEMENTATION OF THE FWC**

#### **II.17.1. Suspension by the contractor**

If the contractor is affected by *force majeure*, it may suspend the provision of the services under a specific contract.

The contractor must immediately *notify* the contracting authority of the suspension. The *notification* must include a description of the *force majeure* and state when the contractor expects to resume the provision of services.

The contractor must *notify* the contracting authority as soon as it is able to resume *performance of the specific contract*, unless the contracting authority has already terminated the FWC or the specific contract.

#### **II.17.2. Suspension by the contracting authority**

The contracting authority may suspend the *implementation of the FWC* or *performance of a specific contract* or any part of it:

- (a) if the procedure for awarding the FWC or a specific contract or the *implementation of the FWC* proves to have been subject to *substantial errors, irregularities* or *fraud*;
- (b) in order to verify whether the presumed *substantial errors, irregularities* or *fraud* actually occurred.

The contracting authority must *formally notify* the contractor of the suspension. Suspension takes effect on the date of *formal notification*, or at a later date if the *formal notification* so provides.

The contracting authority must *notify* the contractor as soon as possible whether:

- (a) it is lifting the suspension; or
- (b) it intends to terminate the FWC or a specific contract under Article II.18.1(f) or (j).

The contractor is not entitled to compensation for suspension of any part of the FWC or a specific contract.

## **ARTICLE II.18. TERMINATION OF THE FWC**

### **II.18.1. Grounds for termination by the contracting authority**

The contracting authority may terminate the FWC or a specific contract in the following circumstances:

- (a) if provision of the services under a pending specific contract has not actually started within 15 days of the scheduled date and the contracting authority considers the new date proposed, if any, unacceptable, taking into account Article II.11.2;
- (b) if the contractor is unable, through its own fault, to obtain any permit or licence required for *implementation of the FWC*;
- (c) if the contractor does not implement the FWC or perform the specific contract in accordance with the tender specifications or *request for service* or is in breach of another substantial contractual obligation or repeatedly refuses to sign specific contracts. Termination of three or more specific contracts in these circumstances also constitutes grounds for termination of the FWC;
- (d) if the contractor or any person that assumes unlimited liability for the debts of the contractor is in one of the situations provided for in points (a) and (b) of Article 106(1) of the Financial Regulation<sup>2</sup>;
- (e) if the contractor or any *related person* is subject to any of the situations provided for in points (c) to (f) of Article 106(1) or to Article 106(2) of the Financial Regulation.
- (f) if the procedure for awarding the FWC or the *implementation of the FWC* prove to have been subject to *substantial errors, irregularities or fraud*;
- (g) if the contractor does not comply with applicable obligations under environmental, social and labour law established by Union law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to Directive 2014/24/EU;
- (h) if the contractor is in a situation that could constitute a *conflict of interest* or a *professional conflicting interest* as referred to in Article II.7;
- (i) if a change to the contractor's legal, financial, technical, organisational or ownership situation is likely to substantially affect the *implementation of the FWC* or substantially modify the conditions under which the FWC was initially awarded;
- (j) in the event of *force majeure*, where either resuming implementation is impossible or the necessary ensuing amendments to the FWC or a specific contract would mean that the tender specifications are no longer fulfilled or result in unequal treatment of tenderers or contractors;

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<sup>2</sup> Regulation (EU, EURATOM) No 966/2012 on the financial rules applicable to the general budget of the Union, as amended <http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex:32012R0966>

- (k) if the needs of the contracting authority change and it no longer requires new services under the FWC; in such cases ongoing specific contracts remain unaffected;
- (l) if the termination of the FWC with one or more of the contractors means that the multiple FWC with reopening of competition no longer has the minimum required level of competition.

#### **II.18.2. Grounds for termination by the contractor**

The contractor may terminate the FWC or a specific contract if:

- (a) it has evidence that the contracting authority has committed *substantial errors, irregularities or fraud* in the procedure for awarding the FWC or the *implementation of the FWC*;
- (b) the contracting authority fails to comply with its obligations, in particular the obligation to provide the information needed for the contractor to implement the FWC or to perform a specific contract as provided for in the tender specifications.

#### **II.18.3. Procedure for termination**

A party must *formally notify* the other party of its intention to terminate the FWC or a specific contract and the grounds for termination.

The other party has 30 days following the date of receipt to submit observations, including the measures it has taken to continue fulfilling its contractual obligations. Failing that, the decision to terminate becomes enforceable the day after the time limit for submitting observations has elapsed.

If the other party submits observations, the party intending to terminate must *formally notify* it either of the withdrawal of its intention to terminate or of its final decision to terminate.

In the cases referred to in points (a) to (d), (g) to (i), (k) and (l) of Article II.18.1 and in Article II.18.2, the date on which the termination takes effect must be specified in the *formal notification*.

In the cases referred to in points (e), (f) and (j) of Article II.18.1, the termination takes effect on the day following the date on which the contractor receives *notification* of termination.

In addition, at the request of the contracting authority and regardless of the grounds for termination, the contractor must provide all necessary assistance, including information, documents and files, to allow the contracting authority to complete, continue or transfer the services to a new contractor or internally, without interruption or adverse effect on the quality or continuity of the services. The parties may agree to draw up a transition plan detailing the contractor's assistance unless such plan is already detailed in other contractual documents or in the tender specifications. The contractor must provide such assistance at no additional cost, except if it can demonstrate that it requires substantial additional resources or means, in which case it must provide an estimate of the costs involved and the parties will negotiate an arrangement in good faith.

#### **II.18.4. Effects of termination**

The contractor is liable for damage incurred by the contracting authority as a result of the termination of the FWC or a specific contract including the cost of appointing another contractor to provide or complete the services, unless the damage was caused by the situation specified in Article II.18.1(j), (k) or (l) or in Article II.18.2. The contracting authority may claim compensation for such damage.

The contractor is not entitled to compensation for any loss resulting from the termination of the FWC or a specific contract, including loss of anticipated profits, unless the loss was caused by the situation specified in Article II.18.2.

The contractor must take all appropriate measures to minimise costs, prevent damage and cancel or reduce its commitments.

Within 60 days of the date of termination, the contractor must submit any report, deliverable or *result* and any invoice required for services that were provided before the date of termination.

In the case of joint tenders, the contracting authority may terminate the FWC or a specific contract with each member of the group separately on the basis of points (d), (e) or (g) of Article II.18.1, under the conditions set out in Article II.11.2

## **ARTICLE II.19. INVOICES, VALUE ADDED TAX AND E-INVOICING**

### **II.19.1. Invoices and value added tax**

Invoices must contain the contractor's (or leader's in the case of a joint tender) identification data, the amount, the currency and the date, as well as the FWC reference and reference to the specific contract.

Invoices must indicate the place of taxation of the contractor (or leader in the case of a joint tender) for value added tax (VAT) purposes and must specify separately amounts not including VAT and amounts including VAT.

The contracting authority is exempt from all taxes and duties, including VAT, in accordance with Articles 3 and 4 of the Protocol on the privileges and immunities of the European Union.

The contractor (or leader in the case of a joint tender) must complete the necessary formalities with the relevant authorities to ensure that the supplies and services required for *implementation of the FWC* are exempt from taxes and duties, including VAT.

### **II.19.2. E-invoicing**

If provided for in the special conditions, the contractor (or leader in the case of a joint tender) submits invoices in electronic format if the conditions regarding electronic signature specified by Directive 2006/112/EC on VAT are fulfilled, i.e. using a qualified electronic signature or through electronic data interchange.

Reception of invoices by standard format (pdf) or email is not accepted.

## **ARTICLE II.20. PRICE REVISION**

If a price revision index is provided in Article I.5.2, this Article applies to it.

Prices are fixed and not subject to revision during the first year of the FWC.

At the beginning of the second and every following year of the FWC, each price may be revised upwards or downwards at the request of one of the parties.

A party may request a price revision in writing no later than three months before the anniversary date of entry into force of the FWC. The other party must acknowledge the request within 14 days of receipt.

At the anniversary date, the contracting authority must communicate the final index for the month in which the request was received, or failing that, the last provisional index available for that month. The contractor establishes the new price on this basis and communicates it as soon as possible to the contracting authority for verification.

The contracting authority purchases on the basis of the prices in force at the date on which the specific contract enters into force.

The price revision is calculated using the following formula:

$$Pr = Po \times \left( \frac{Ir}{Io} \right)$$

where: Pr = revised price;

Po = price in the tender;

Io = index for the month in which the FWC enters into force;

Ir = index for the month in which the request to revise prices is received.

## **ARTICLE II.21. PAYMENTS AND GUARANTEES**

### **II.21.1. Date of payment**

Payments are deemed to be effected on the date when they are debited to the contracting authority's account.

### **II.21.2. Currency**

Payments are made in euros or in the currency provided for in Article I.7.

### **II.21.3. Conversion**

The contracting authority makes any conversion between the euro and another currency at the daily euro exchange rate published in the Official Journal of the European Union, or failing that, at the monthly accounting exchange rate, as established by the European Commission and published on the website indicated below, applicable on the day when it issues the payment order.

The contractor makes any conversion between the euro and another currency at the monthly accounting exchange rate, established by the Commission and published on the website indicated below, applicable on the date of the invoice.

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/inforeuro/inforeuro\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm)

### **II.21.4. Costs of transfer**

The costs of the transfer are borne as follows:

- (a) the contracting authority bears the costs of dispatch charged by its bank;
- (b) the contractor bears the costs of receipt charged by its bank;
- (c) the party causing repetition of the transfer bears the costs for repeated transfer.

### **II.21.5. Pre-financing, performance and money retention guarantees**

If, as provided for in Article I.6, a financial guarantee is required for the payment of pre-financing, as performance guarantee or as retention money guarantee, it must fulfil the following conditions:

- (a) the financial guarantee is provided by a bank or a financial institution approved by the contracting authority or, at the request of the contractor and with the agreement of the contracting authority, by a third party;
- (b) the guarantor stands as first-call guarantor and does not require the contracting authority to have recourse against the principal debtor (the contractor).

The contractor bears the cost of providing such guarantee.

Pre-financing guarantees must remain in force until the pre-financing is cleared against interim payments or payment of the balance. Where the payment of the balance takes the form of a debit note, the pre-financing guarantee must remain in force for three months after the debit note is sent to the contractor. The contracting authority must release the guarantee within the following month.

Performance guarantees cover compliance with substantial contractual obligations until the contracting authority has given its final approval for the service. The performance guarantee must not exceed 10 % of the total price of the specific contract. The contracting authority must release the guarantee fully after final approval of the service, as provided for in the specific contract.

Retention money guarantees cover full delivery of the service in accordance with the specific contract including during the contract liability period and until its final approval by the contracting authority. The retention money guarantee must not exceed 10 % of the total price of the specific contract. The contracting authority must release the guarantee after the expiry of the contract liability period as provided for in the specific contract.

The contracting authority must not request a retention money guarantee for a specific contract where it has requested a performance guarantee.

#### **II.21.6. Interim payments and payment of the balance**

The contractor (or leader in the case of a joint tender) must send an invoice for interim payment, as provided for in Article I.6 or in the tender specifications or in the specific contract.

The contractor (or leader in the case of a joint tender) must send an invoice for payment of the balance within 60 days of the end of the period of provision of the services, as provided for in Article I.6, in the tender specifications or in the specific contract.

Payment of the invoice and approval of documents does not imply recognition of the regularity, authenticity, completeness and correctness of the declarations and information they contain.

Payment of the balance may take the form of recovery.

#### **II.21.7. Suspension of the time allowed for payment**

The contracting authority may suspend the payment periods specified in Article I.6 at any time by *notifying* the contractor (or leader in the case of a joint tender) that its invoice cannot be processed. The reasons the contracting authority may cite for not being able to process an invoice are:

- (a) because it does not comply with the FWC;
- (b) because the contractor has not produced the appropriate documents or deliverables; or
- (c) because the contracting authority has observations on the documents or deliverables submitted with the invoice.

The contracting authority must *notify* the contractor (or leader in the case of joint tender) as soon as possible of any such suspension, giving the reasons for it.

Suspension takes effect on the date the contracting authority sends the *notification*. The remaining payment period resumes from the date on which the requested information or revised documents are received or the necessary further verification, including on-the-spot checks, is carried out. Where the suspension period exceeds two months, the contractor (or leader in the case of a joint tender) may request the contracting authority to justify the continued suspension.

Where the payment periods have been suspended following rejection of a document referred to in the first paragraph of this Article and the new document produced is also rejected, the contracting authority reserves the right to terminate the specific contract in accordance with Article II.18.1(c).

#### **II.21.8. Interest on late payment**

On expiry of the payment periods specified in Article I.6, the contractor (or leader in the case of a joint tender) is entitled to interest on late payment at the rate applied by the European Central Bank for its main refinancing operations in euros (the reference rate) plus eight points. The reference rate is the rate in force, as published in the C series of the *Official Journal of the European Union*, on the first day of the month in which the payment period ends.

Suspension of the payment period as provided for in Article II.21.7 is not considered as giving rise to late payment.

Interest on late payment covers the period running from the day following the due date for payment up to and including the date of payment as defined in Article II.21.1.

However, when the calculated interest is EUR 200 or less, it must be paid to the contractor (or leader in the case of a joint tender) only if it requests it within two months of receiving late payment.

### **ARTICLE II.22. REIMBURSEMENTS**

**II.22.1** If provided for in the special conditions or in the tender specifications, the contracting authority must reimburse expenses directly connected with the provision of the services either when the contractor provides it with supporting documents or on the basis of flat rates.

**II.22.2** The contracting authority reimburses travel and subsistence expenses on the basis of the shortest itinerary and the minimum number of nights necessary for overnight stay at the destination.

**II.22.3** The contracting authority reimburses travel expenses as follows:

- (a) travel by air: up to the maximum cost of an economy class ticket at the time of the reservation;
- (b) travel by boat or rail: up to the maximum cost of a first class ticket;
- (c) travel by car: at the rate of one first class rail ticket for the same journey and on the same day;

In addition, the contracting authority reimburses travel outside Union territory if it has given its prior written approval for the expenses.

**II.22.4** The contracting authority reimburses subsistence expenses on the basis of a daily subsistence allowance as follows:

- (a) for journeys of less than 200 km for a return trip, no subsistence allowance is payable;
- (b) the daily subsistence allowance is payable only on receipt of supporting documents proving that the person concerned was present at the destination;
- (c) the daily subsistence allowance takes the form of a flat-rate payment to cover all subsistence expenses, including meals, local transport including transport to and from the airport or station, insurance and sundries;
- (d) the daily subsistence allowance is reimbursed at the flat rates specified in Article I.5.3;
- (e) accommodation is reimbursed on receipt of supporting documents proving the necessary overnight stay at the destination, up to the flat-rate ceilings specified in Article I.5.3.

**II.22.5** The contracting authority reimburses the cost of shipment of equipment or unaccompanied luggage if it has given its prior written approval for the expense.

## **ARTICLE II.23. RECOVERY**

**II.23.1** If an amount is to be recovered under the terms of the FWC, the contractor must repay the contracting authority the amount in question.

### **II.23.2. Recovery procedure**

Before recovery, the contracting authority must *formally notify* the contractor of its intention to recover the amount it claims, specifying the amount due and the reasons for recovery and inviting the contractor to make any observations within 30 days of receipt.

If no observations have been submitted or if, despite the observations submitted, the contracting authority decides to pursue the recovery procedure, it must confirm recovery by *formally notifying* a debit note to the contractor, specifying the date of payment. The contractor must pay in accordance with the provisions specified in the debit note.

If the contractor does not pay by the due date, the contracting authority may, after informing the contractor in writing, recover the amounts due:

- (a) by offsetting them against any amounts owed to the contractor by the Union or by the European Atomic Energy Community;
- (b) by calling in a financial guarantee if the contractor has submitted one to the contracting authority;
- (c) by taking legal action.

### **II.23.3. Interest on late payment**

If the contractor does not honour the obligation to pay the amount due by the date set by the contracting authority in the debit note, the amount due bears interest at the rate indicated in Article II.21.8. Interest on late payments will cover the period starting on the day after the due date for payment and ending on the date when the contracting authority receives the full amount owed.

Any partial payment is first entered against charges and interest on late payment and then against the principal amount.

#### **II.23.4. Recovery rules in the case of joint tender**

If the contract is signed by a group (joint tender), the group is jointly and severally liable under the conditions set out in Article II.6 (liability). The contracting authority first claims the full amount to the leader of the group.

If the leader does not pay by the due date and if the amount cannot be offset in accordance with Article II.23.2 (a), the contracting authority may claim the full amount to any other member of the group by *notifying* the debit note already sent to the leader under Article II.23.2.

#### **ARTICLE II.24. CHECKS AND AUDITS**

**II.24.1** The contracting authority and the European Anti-Fraud Office may check or require an audit on the *implementation of the FWC*. This may be carried out either by OLAF's own staff or by any outside body authorised to do so on its behalf.

Such checks and audits may be initiated at any moment during the provision of the services and up to five years starting from the payment of the balance of the last specific contract issued under this FWC

The audit procedure is initiated on the date of receipt of the relevant letter sent by the contracting authority. Audits are carried out on a confidential basis.

**II.24.2** The contractor must keep all original documents stored on any appropriate medium, including digitised originals if authorised under national law, for a period of five years starting from the payment of the balance of the last specific contract issued under this FWC.

**II.24.3** The contractor must grant the contracting authority's staff and outside personnel authorised by the contracting authority the appropriate right of access to sites and premises where the FWC is implemented and to all the information, including information in electronic format, needed to conduct such checks and audits. The contractor must ensure that the information is readily available at the moment of the check or audit and, if so requested, that information is handed over in an appropriate format.

**II.24.4** On the basis of the findings made during the audit, a provisional report is drawn up. The contracting authority or its authorised representative must send it to the contractor, who has 30 days following the date of receipt to submit observations. The contractor must receive the final report within 60 days following the expiry of the deadline to submit observations.

On the basis of the final audit findings, the contracting authority may recover all or part of the payments made in accordance with Article II.23 and may take any other measures which it considers necessary.

**II.24.5** In accordance with Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspection carried out by the Commission in order to protect the European Communities' financial interests against *fraud* and other *irregularities* and Regulation (EU, Euratom) No 883/2013 of the European Parliament and of the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office, the European Anti-Fraud Office may carry out investigations,

including on the spot checks and inspections, to establish whether there has been *fraud*, corruption or any other illegal activity under the contract affecting the financial interests of the Union. Findings arising from an investigation may lead to criminal prosecution under national law.

The investigations may be carried out at any moment during the provision of the services and up to five years starting from the payment of the balance of the last specific contract issued under this FWC.

**II.24.6** The Court of Auditors has the same rights as the contracting authority, particularly right of access, for the purpose of checks and audits.

## **ANNEX III**

- Model for specific contracts



**SPECIFIC CONTRACT Nr/2016/LotX** [PLEASE INDICATE THE **NUMBER** OF THE LOT]

implementing Framework Contract No EIGE/2016/OPER/01

The European Institute for gender Equality (hereinafter referred to as "EIGE" or "the contracting authority"), represented for the purposes of the signature of this specific contract Virginija Langbakk, Director

on the one part,

and

*[full official name]*

*[official legal form]*

*[statutory registration number]*

*[full official address]*

*[VAT registration number]*

(hereinafter referred to as "the contractor"), [represented for the purposes of the signature of this specific contract by *[forename, surname and function,]*]

[The parties identified above and hereinafter collectively referred to as 'the contractor' shall be jointly and severally liable vis-à-vis the contracting authority for the performance of this specific contract.]

on the other part,

HAVE AGREED

### **ARTICLE 1 SUBJECT MATTER**

- 1.1 This specific contract implements framework contract (FWC) No [complete], [lot [complete]] signed by the parties on [complete date].
- 1.2 The subject matter of this specific contract is \_\_\_\_\_ [PLEASE INSERT THE LOT WHERE YOU HAVE THE CONTRACT].
- 1.3 In accordance with the provisions set out in the FWC and in this specific contract and [its][their] annex[es], which form an integral part of it, the contractor must provide the [following services:] [services specified in Annex [complete].]

### **ARTICLE 2 ENTRY INTO FORCE AND DURATION**

- 2.1 This specific contract enters into force [on the date on which the last party signs it] [on [insert date] if both parties have already signed it].
- 2.2 The provision of the services starts from [the date of entry into force of this specific contract] [insert date].
- 2.3 The provision of the services must not exceed [complete] [days] [months]. The parties may extend the duration by written agreement before it elapses and before expiry of the FWC.

### **ARTICLE 3 PRICE**

- III.3.1 The maximum total price to be paid under this specific contract shall be EUR [amount in figures and in words] covering all tasks executed.
- III.3.2 The maximum prices of the services shall as listed in Annex II to.

### **ARTICLE 4 COMMUNICATION DETAILS**

For the purpose of this specific contract, communications must be sent to the following addresses:

Contracting authority:

EIGE:

Ms/Mr

European Institute for Gender Equality

Gedimino pr. 16

Vilnius 01103

Lithuania

e-mail:

Contractor (or leader in the case of a joint tender):

[Full name]

[Function]

[Company name]

[Full official address]

E-mail: [complete]

#### **ARTICLE 5 PERFORMANCE GUARANTEE**

[Performance guarantee is not applicable to this specific contract.]

#### **ARTICLE 6 RETENTION MONEY GUARANTEE**

[Retention money guarantee is not applicable to this specific contract.]

#### **ARTICLE 7: EXPLOITATION OF THE RESULTS**

As per clause I.8 of the special conditions of the FWC.

[Details on the intended use of results linked to the specific request for service supplementing clause I.8 of the special conditions]

]

#### **ARTICLE 8: PAYMENT ARRANGEMENTS**

[insert]

#### **ARTICLE 9: OTHER CONDITIONS**

#### **Annexes**

*Request for service*

Contractor's specific tender of [insert date]

#### **Signatures**

For the contractor,

[Company  
name/forename/surname/function]

signature:

Done at [place], [date]

In duplicate in English.

For the contracting authority,

Virginija Langbakk, Director

signature: \_\_\_\_\_

Done at Vilnius, [date]

## **Annex A1**

### **Statement of Contractor concerning right to delivered result**

I, *[insert name of the authorised representative of the Contractor]* representing *[insert name of the Contractor]*, party to the Contract *[insert title and/or number of the contract]* warrants that the Contractor holds full right to the delivered *[insert title and/or description of result]* which is free of any claims, including claim of the creators who transferred all their rights and *[were fully paid]* *[will be paid as agreed within *[complete]* weeks from *[delivery of this statement.]* *[receipt of confirmation of acceptance of the work].**

Date, place, signature

## Annex A2

### Statement of creator / intermediary in delivery

of the *[title of the result]*  
within the Framework Contract number *[complete]*  
Specific Contract No *[complete]*

concluded between the European Commission and *[name of the contractor(s)]*

I, *[insert name of the authorised representative of the intermediary]* representing *[insert name of the intermediary]* state that I am the right holder of: *[identify the relevant parts of the result]* *[which I created]* *[for which I received rights from [insert name]]*.

I am aware of the above contract, especially Articles I.9, II.10 and point *[insert reference]* of the Request for Service and I confirm that I transferred all the relevant rights to *[insert name]*.

I declare that *[I received full remuneration.] [I agreed to receive remuneration by [insert date]]*.

*[I also confirm that I do not oppose my name being recalled when the results are presented to the public and confirm that the results can be divulged.]<sup>3</sup>*

Date, place, signature

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<sup>3</sup> Necessary for creators