



Vilnius, **05. 10. 2016**
EIGE/VL/mvs D/2016/ **566**

Subject: Provision of interim personnel services to the European Institute for Gender Equality - Invitation to tender EIGE/2016/ADM/20

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/ADM/20- 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").

You must submit the tender:

3.
 - a) either by registered post or by courier no later than **16:00 Vilnius time 21/11/2016**, to the address below. In this case, the evidence of the date and time of dispatch shall be constituted by the postmark or the date and time of the deposit slip,
 - b) or delivered by hand not later than **16:00 Vilnius time on 21/11/2016** 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/ADM/20
European Institute for Gender Equality
Gedimino pr. 16
01103 Vilnius, Lithuania

Gedimino pr. 16,
LT-01103 Vilnius
Lithuania

Email: procurement@eige.europa.eu
Website: www.eige.europa.eu

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 twelve (12) 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. EIGE is not bound to reply to requests for additional information received less than six 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 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
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 Regulation¹. For more information, see the Privacy Statement on 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 2017

¹ 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 – Official public holidays for 2017

(01/01/2017 – 31/12/2017)

Public holidays		No. of days
2 January	Monday, day following New Year's Day	1
16 February	Thursday, Restoration of the State Day	2
13 April	Maundy Thursday	3
14 April	Good Friday	4
17 April	Easter Monday	5
1 May	Monday, Labour Day	6
9 May	Tuesday, Anniversary of the Declaration made by President Robert Schuman in 1950	7
25 May	Thursday, Ascension Day	8
26 May	Friday, day following Ascension Day	9
5 June	Whit Monday	10
6 July	Thursday, Anniversary of the Coronation of King Mindaugas	11
1 November	Wednesday, All Saint's Day	12
2 November	Thursday, All Soul's Day	13
25 December to 29 December	Monday 5 end-of-year days Friday	14-18
TOTAL DAYS		18

Work will resume as normal on Wednesday, 3 January 2018.

Without prejudice to the schedule of public holidays for 2018, Monday 1 January and Tuesday 2 January 2018 will be holidays.

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



EIGE/2016/ADM/20

TENDER SPECIFICATIONS

Provision of interim personnel services to the European Institute for Gender Equality

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.

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1 TECHNICAL SPECIFICATIONS

1.1 GENERAL BACKGROUND

The European Institute for Gender Equality (hereafter referred to as 'EIGE'¹) is a regulatory agency of the European Union, established to contribute to and strengthen the promotion of gender equality, including gender mainstreaming in all EU policies and the resulting national policies, and the fight against discrimination based on sex, as well as to raise EU citizens' awareness of gender equality; and to raise EU citizens' awareness of gender equality by providing technical assistance to EU institutions, in particular the Commission and the authorities of the Member States.²

EIGE's activities are guided by its strategic medium-term priorities for 2016-2018 and annual work programmes (SPDs).

The European Institute for Gender Equality (EIGE) strives to promote gender equality in all aspects of society across Europe and beyond. Since its foundation, EIGE has developed many innovative tools and methods that have produced much needed evidence based research as well as comparable and reliable gender statistics. The tasks also involve contributing to improved policy implementation by the exchange of good practices and increased dialogue among stakeholders and EU citizens. EIGE has committed itself to provide high quality research and data to support better informed and evidence based decision-making by policy makers and other key stakeholders working to achieve gender equality.

1.2 SCOPE OF THE PROCEDURE. GENERAL AND SPECIFIC OBJECTIVES

Within the framework of this open tender procedure, EIGE would like to find a suitably qualified contractor to provide the services as stipulated in the Terms of Reference outlined below in line with the job profiles requested.

The scope of the provision of interim personnel services to EIGE covers the following:

- to support EIGE's statutory staff;
- to carry out, on a temporary basis, additional tasks to the ordinary ones resulting from specific projects;
- to cope with peak work periods which require an additional workforce for a fixed period of time;
- to reinforce staff shortages in case of absences of EIGE staff due to maternity/parental leaves, sickness or other reasons of absence.

1.3 TASKS

Interim personnel are considered *non statutory staff*³ of EIGE and will be subject to Lithuanian employment law. Throughout the duration of the Framework service contract, the contractor remains the employer of the interim personnel.

The Contractor must apply the Lithuanian social legislation in force with respect to the interim agents, it being understood that supplying such agents to EIGE can under no circumstances result in an employment relationship between the interim agent and EIGE.

The contractor shall provide EIGE with interim personnel who have the level of training, professional qualifications, experience and skills and competencies required by EIGE and shall take all measures and

¹ Established by the European Parliament and of the Council Regulation (EC) No 1922/2006 of 20 December 2006 (OJ L 403/9 of 30.12.2006)

² Article 2, Idem 2

³ EIGE approximately has 40 staff members. Staff employed by EIGE is subject to the Staff Regulations and the Conditions of Employment of Other Servants of the European Union (Council Regulation Nr. 259/68 of 29 February 1968, last amended by Council Regulation (EU, EURATOM) No 1023/2013 of 22 October 2013 of the European Parliament and of the Council).

precautions to supply only interim personnel who are trustworthy and of sufficient moral standing and whose general behaviour patterns are compatible with the exercising of their function.

EIGE operates in an international and multicultural professional environment. The Contractor will ensure that the personnel proposed have the ability to work in a multilingual and multicultural environment.

The contractor shall include a confidentiality clause in the employment agreement concluded between the contractor and the interim personnel concerned and the requirement to fully respect EIGE’s internal rules and code of conduct.

Profiles and categories of interim personnel

EIGE may request the contractor to provide interim personnel in the below listed interim personnel profiles and categories:

Types of different profiles:

Type of services/profiles
Accountancy & Finance Administrative Assistant Assistant for meetings and events organisation Filing and archiving Human Resources IT Specialist Legal and Procurement matters Librarianship Logistics Operational Assistant Proofreading and editing Secretary Statistician Others...

Categories:

A – Junior Specialist	Secondary education attested by a diploma giving access to post-secondary education and professional experience of at least one year, relevant to the tasks, as described in the technical specifications. (E.g. Logistics)
B – Specialist	University education attested by a diploma OR Secondary education attested by a diploma giving access to post-secondary education and professional experience of at least three years, relevant to the tasks, as described in the technical specifications.
C – Senior Specialist	University education attested by a diploma AND Professional experience of at least five years, relevant to the tasks, as described in the technical specifications.

In addition, the interim personnel will need to:

- Have very good administrative skills, be a self-starter.

Framework contract for provision of interim personnel services to the European Institute for Gender Equality

- Have both team-working and self-driving capacities.
- Have a very good command of English both written and oral (preferably C1 level of the Common European Framework of Reference for Languages).
- Possess full computer literacy and in particular a good knowledge of Ms Outlook, Ms Office and Internet.

The above list of type of services/profiles under each category is not exhaustive and therefore EIGE may request the Contractor to provide interim personnel within the specified categories to execute other tasks not listed above. However, the above set minimum requirements for each category will be respected.

When requesting interim personnel, EIGE will define the category, type of services/profile for the assignment, the skills and qualifications required, and the expected timeframe (starting date and duration).

Working conditions of interim personnel

The contractor will ensure that the interim personnel working at EIGE are subject to the following working conditions:

- They will be assigned to EIGE's office in Vilnius.
- The tasks performed by the interim personnel member will be agreed between the interim personnel and her/his supervisor in EIGE.
- A confidentiality agreement will be signed between the interim personnel and EIGE before commencement of her/his assignment.
- Travelling to the EIGE office and related expenses are not reimbursed to either interim personnel or contractor.

Very exceptionally, EIGE may request the interim personnel to go on mission outside EIGE premises in Vilnius. In such cases the interim personnel shall be covered by EIGE's specific mission rules and guidelines.

Working hours and holidays

EIGE may request interim services to be provided on a part-time or a full-time basis during the normal working week.

The normal working week shall be 40 hours as per Lithuanian legislation, i.e. from 9:00 till 18:00 with a one hour lunch break. Hours performed over and above 40 per week are not authorised, unless requested by EIGE and agreed in advance in writing.

EIGE closes on a number of days during the year, which do not necessarily correspond to Lithuanian public holidays. The number of these days may vary from year to year. EIGE's public holidays in 2017 are provided in annex to the letter of invitation to tender.

The Contractor is required to pay its interim staff members working at the EIGE for all public holidays which fall out of the scope of the public holidays of Lithuania, as long as the interim personnel is in an assignment with the EIGE at that time. For the Christmas period of closure, interim personnel may only be paid if they have been on assignment with the EIGE since 1 December of that year. The Lithuanian holidays must be considered as holidays and paid accordingly to Lithuanian law.

Absences

Any absence on the part of the interim personnel shall be considered by EIGE as an interruption of the service provided by the contractor and as a "fault" on the part of the interim personnel, except in cases of either sickness substantiated by a medical certificate or annual vacation leave as applicable. In the event of

extended sickness on the part of the interim personnel (more than five working days), or in the event of extended non-availability (e.g. maternity/parental leave), the contractor shall provide a replacement solution.

Duration and nature of the assignment

Interim personnel will be requested by EIGE for periods not exceeding the maximum statutory period mandated by the Lithuanian legislation for the duration of 'interim' contracts. It is the clear responsibility of the selected contractor to inform EIGE at least two months in advance in regards to this statutory limit. The contractor shall guarantee that interim personnel does not acquire any legal right with respect to EIGE under Lithuanian employment law by reason of duration or other circumstances of their employment in EIGE. The contractor undertakes to keep EIGE updated on the situation regarding length of employment or other circumstances that may give rise to claims on the part of interim personnel. No contract of employment shall be established between EIGE and the interim personnel member.

Duration of each assignment of an interim personnel member with EIGE shall be specified in the relevant Order Form.

Security considerations

The interim personnel shall comply with EIGE's security rules. EIGE may request interim personnel to provide a certificate of good conduct or equivalent (e.g. police conduct certificate). In such case, EIGE will specify this requirement in the Order Form referred to above. In all cases the interim personnel will be requested to sign an absence of conflict of interest and confidentiality declaration.

1.4 INPUT BY THE CONTRACTING AUTHORITY

EIGE will work closely together with the contractor, in order to provide timely all information necessary to effectively implement the foreseen tasks of provision of interim personnel.

In particular, EIGE will support the contractor, by sharing information about:

- EIGE's templates e.g. Order form, Request for services;
- EIGE's contact person as project manager for request for services;
- EIGE's list of public holidays.

1.5 DETAILS ON SERVICES

The contractor shall appoint a contract manager within its organisation, who will handle communications with EIGE, supervise and manage EIGE's requests, and liaise with EIGE contact person.

The contractor shall appoint a qualified and experienced contract manager. The contract manager shall have a minimum of three years of experience in the provision and management of interim personnel in Lithuania and knowledge of Lithuanian labour law applicable to temporary work in Lithuania. Therefore, the CV of the suggested contract manager shall be submitted to provide evidence that this requirement will be met.

The contractor will ensure availability of its personnel throughout the year, including June, July and August, to execute the tasks of this contract. The contract manager must have a good knowledge of spoken and written English.

The appointed contract manager responsible on the contractor's side for the relation with EIGE will be in charge of the following:

- Provide a permanent contact between EIGE and the contractor in all matters relating to the implementation of the framework contract, in particular aspects related to the pool of candidates, orders and invoicing, as well as advice on legal local employment matters, if and when required;
- Advise the HR unit concerning issues that may be encountered in relation to interim personnel, under the applicable labour legislation;
- Understand the needs of EIGE and constantly update its CV database to ensure that the profiles required by EIGE are available at short notice;
- Provide induction training and an information package to interim personnel before starting their work with EIGE, including a job description.
- Any other task of an administrative nature that may arise, in connection with implementation of the Framework service contract.

Upon receipt of the request to propose candidates (including job description) from EIGE, the contractor will identify a minimum of three suitable candidates and will send their curriculum vitae to EIGE within a maximum of 10 working days from receipt of the request.

Upon selection of the suitable candidates for the interview by EIGE, the contractor will ensure that the candidates attend the interviews at the dates and times communicated by EIGE. The interviews will be held at EIGE's premises, with EIGE staff members, following which EIGE will identify the candidate it wishes to select.

Candidates may be required to undergo further competency assessment exercises and tests during the interviews.

The contractor shall ensure that the proposed candidates are available for the interviews and aware of the job description for the assignment. The contractor shall provide the proposed candidates with a copy of the job description prior to their interview.

Upon selection of the successful candidate as a result of the interviews and after signature of the Order form the contractor will ensure that the interim personnel commence her/his activities on the date specified in the Order form.

An assignment will only commence after the signature of the Order form by both the contractor and EIGE.

1.6 PERFORMANCE AND QUALITY REQUIREMENTS

The tenderer shall provide a sound approach within the scope of provision of required tasks defined in these technical specifications. The tenderer shall prepare a proposal which would ensure meeting the defined objectives and shall clearly indicate how the provision of interim services will be identified, processed and provided.

Specific concern must be devoted to quality assurance, with specific reference to the quality, relevance, coherence, accountability, and taking into account up to date information for the expected provision of interim personnel.

1.7 VOLUME

The threshold of this open procedure is 600 000 EUR for a maximum period of 4 years.

For information only, and without involving a commitment by EIGE, 6.91 was the average of interim personnel working at EIGE in 2015.

1.8 PAYMENTS AND IMPLEMENTATION PROGRESS

Payments under the Framework service contract shall be carried out subject to prior approval of the services by EIGE within 30 days after an invoice is submitted to EIGE. An invoice must specify the application period, the number of interim agents, the working time of the interim agents servicing EIGE (in days) and any other relevant and specific requirements as required by EIGE. Invoices shall clearly show a breakdown of actual costs per individual interim agents.

According to need, meetings may be organised with EIGE representatives, at EIGE premises, to review on-going issues and exchange information on the feedback collected by the contractor from the interim personnel and the performance of the interim supplied. The contractor shall be available to meet the interims once a month, at the EIGE premises.

Upon confirmation by EIGE that the number of working hours is correct, the contractor shall prepare on a monthly basis invoice/s covered by Order forms and submit to EIGE on a monthly basis for payments. Invoicing shall be based on the number of hours actually worked by the interim personnel. The invoice shall be accompanied by the individual time sheets concerning each interim personnel.

1.9 INTELLECTUAL PROPERTY RIGHTS

In accordance with Article II.13 of the Draft Framework service contract, whereby EIGE acquires ownership of the results as defined in these tender specifications, these results may be used for any of the purposes listed in Draft Framework service contract Art. I.10.

1.10 RULES CONCERNING DISCLOSURE IN THE PUBLIC INTEREST

Within the limits of their legal and operational capacity external contractors, sub-contractors and their employees have the following rights:

- (a) a possibility to report serious misconduct or wrongdoing affecting EIGE to either EIGE itself or to OLAF;
- (b) making use of this possibility will not result in any retaliation, reprisal or other negative action on the part of EIGE, provided that he, she or they reasonably believe the information reported to be true.

1.11 COMPLIANCE WITH LAW OBLIGATIONS

The tender must comply with applicable environmental, social and labour law obligations established by Union law, national legislation, collective agreements or the international environmental, social and labour conventions listed in Annex X to Directive 2014/24/EU.

1.12 USE OF DATA

EIGE retains the right to publish any outcomes of the Framework service contract first.

When the Contractor is using the data, she/he 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' or EIGE. The Contractor shall inform EIGE of any possible use of the data and other outcomes of this Framework service contract.

2 THE TENDER

2.1 SUBMISSION OF TENDERS

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.

The tender must remain valid for a period of 12 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.

Opening of Tenders

Tenders will be opened on

01/12/2016 at 10:00 Vilnius time

at the following location:

European Institute for Gender Equality

Gedimino pr. 16

01103 Vilnius, Lithuania

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. 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.

2.2 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 while the working language of EIGE is English.

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 criteria
- Section Five: Financial offer

Standard Submission Forms are annexed to these Tender Specifications.

2.2.1 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

- 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

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/her 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 sub-contracted.

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.

2.2.2 SECTION TWO: EXCLUSION CRITERIA DOCUMENTATION

All tenderers must provide a declaration on honour (see Standard Submission Forms), signed and dated by an authorised representative, stating that they are not in one of the situations of exclusion listed in that declaration on honour.

In case of joint tender, each member of the group must provide a declaration on honour signed by an authorised representative.

In case of subcontracting, subcontractors whose share of the contract is above 10% and whose capacity is necessary to fulfil the selection criteria must provide a declaration on honour signed by an authorised representative.

The Contracting Authority reserves the right to verify whether the successful tenderer is in one of the situations of exclusion by requiring the supporting documents listed in the declaration of honour.

The successful tenderer must provide the documents mentioned as supporting evidence in the declaration on honour before signature of the contract and within a deadline given by the contracting authority. This requirement applies to each member of the group in case of joint tender and to subcontractors whose share of the contract is above 10 % and whose capacity is necessary to fulfil the selection criteria.

The obligation to submit supporting evidence does not apply to international organisations.

A tenderer (or a member of the group in case of joint tender, or a subcontractor) is not required to submit the documentary evidence if he/she submitted them for another procurement procedure and provided the documents were issued not more than one year before the date of their request by the contracting authority and are still valid at that date. In such cases, the tenderer must declare on his/her honour that the documentary evidence has already been provided in a previous procurement procedure, indicate the reference of the procedure and confirm that that there has been no change in its situation.

A tenderer (or a member of the group in case of joint tender, or a subcontractor) is not required to submit a specific document if the contracting authority can access the document in question on a national database free of charge.

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 Form).

2.2.3 SECTION THREE: SELECTION CRITERIA DOCUMENTATION

This part of the tender concerns the evidences related 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.

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.

EIGE will evaluate selection criteria on the basis of the declarations on honour. Nevertheless, it reserves the right to require evidence of the legal and regulatory, financial and economic and technical and professional capacity of the tenderers at any time during the procurement procedure and contract performance. In such case the tenderer must provide the requested evidence without delay. EIGE may reject the tender if the requested evidence is not provided in due time.

After contract award, the successful tenderer will be required to provide the evidence mentioned below before signature of the contract and within a deadline given by the contracting authority. This requirement applies to each member of the group in case of joint tender and to subcontractors whose capacity is necessary to fulfil the selection criteria.

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 2.2.3.1 and 2.2.3.2 and provided the documents were issued not more than one year before the date of their request by the contracting authority and are still valid at that date. In such a case, the tenderer shall declare on his 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.

2.2.3.1 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 average annual turnover of the tenderer must be not lower than EUR 100.000 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 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. 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.

2.2.3.2 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 provide EIGE with the necessary interim personnel in a timely fashion and in line with the job profiles requested. 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.

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

Criterion T1: The tenderer must prove experience in the field of providing similar services.

Evidence for T1: a brief history of the tenderer, including length of time in business, overall size and description of activities relating to services of the type required in this invitation to tender. The tenderer must have a minimum experience of at least 3 years in providing the required services.

Criterion T2: The tenderer must prove its capacity in the field of providing similar services.

Evidence for T2: reference list (including contact details) of a minimum of 5 and a maximum of 10 current and/or past customers to whom the tenderer has supplied the core services, as they are specified in Section 1.3 in the past three years specifying the Tenderer's share in provision of the services and if subcontractors were used for any of the services.

Criterion T3: Criteria relating to the team delivering the service.

Evidence for T3: The tenderer's organisational and staffing structure shall be sufficient and appropriate for the contract implementation; the appointed contract manager shall have minimum three years of experience in provision and management of interim personnel in Lithuania and knowledge of the Lithuanian labour law applicable to temporary work in Lithuania.

2.2.4 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. Attention is also drawn to the award criteria, which 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 specifications 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

Framework contract for provision of interim personnel services to the European Institute for Gender Equality

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.

The tenderer must submit its Technical Offer and they shall, but not be limited to:

1. Demonstrate a clear understanding of the objectives and assignments under this contract and identify the critical elements of the project.
2. In a detailed way, present working methods, that the tenderer intends to use to achieve the objectives and perform the activities of this assignment.
3. Methodology that the tenderer uses to evaluate the abilities and potential of individuals for the different categories of interim personnel to include them in their database.
4. Offer a project management and organisation which ensures competent and timely provision of services requested under this contract, guaranteeing a high level of quality.

The tenderer is expected to provide details on a preliminary assessment of the difficulties and expected results.

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 subcontracting 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.

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.

2.2.5 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") indicating a single price for the financial offer.

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

The tenderer'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 European Union of 8 April 1965 (OJ L 152 of 13 July 1967). Exemption is granted to the agencies by the governments of the Member states, either through refunds upon presentation of documentary evidence or by direct exemption. For EIGE the Lithuanian national legislation provides an exemption by means of a reimbursement. The amount of VAT is to be shown separately.
- In case of doubt about the applicable VAT system, it is the tenderer's responsibility to contact the national authorities to clarify the way in which the European Union is exempted from VAT.

The total amount referred to in the above paragraph shall be fixed and not subject to revision for the first year of performance of the Framework service contract.

From the beginning of the second year of performance of the Framework service contract, the amount may be revised upwards or downwards each year, where such revision is requested by one of the contracting parties by registered letter received by the other no later than three months before the anniversary of the date on which the Framework service contract was signed.

This revision shall be in accordance to the Framework service contract Article I.5.2 Price revision Index.

3 THE ASSESSMENT PROCEDURE

3.1 EVALUATION OF TENDERERS

Stage 1 - Application of exclusion criteria

The tenderer will be evaluated on the basis of the documents submitted as indicated in Section 2.2.2 Exclusion criteria.

Framework service 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 Framework service contract;
- are in one of the situations leading to exclusion, as indicated in Section 2.2.2 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 2.2.3 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 the overall turnover or turnover a consolidated assessment shall be made.
- The selection criteria will be assessed in relation to the combined capacities of all members of the consortium and subcontractors, as a whole.

3.2 EVALUATION OF 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.

Technical evaluation and Financial evaluation

The Framework service contract will be awarded to the tender with the best price-quality ratio, taking into account the following criteria:

Criteria number	Criteria description	Maximum points per criteria
1	Quality of the methods used to select the candidates for the interim personnel prior to proposing them to EIGE (e.g. assessment of CVs, interviews and tests concerning skills, etc.).	30
2	Structure and profiles of the team proposed for the implementation of the contract and management of EIGE's requests.	30
3	Description of the corporate social responsibility policy of the tenderer.	5
4	Price For the price, the points will be awarded using the following formula: <i>Price = (lowest average hourly rate / average hourly rate of the tender being considered) x 35%</i>	35
Total		100

Tenders scored below 70 out of total 100 points will be rejected and will 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.

The evaluation of Financial Offers is based on the total price as the average hourly rate of the three categories.

3.3 AWARD OF THE CONTRACT

3.3.1 AWARD PRINCIPLE

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

3.3.2 INFORMATION TO TENDERERS

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

The information letters will be sent electronically to the e-mail address indicated in the form "Identification of the tenderer".

The tenderer is asked to confirm in writing, by a separate e-mail to procurement@eige.europa.eu the receipt of the information letter.

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 the electronic communication fails, 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 Framework service contract is to be awarded shall provide, within 10 calendar days following the receipt of the letter informing him of the proposed award of the Framework service contract and preceding the signature of the Framework service contract, the evidence on exclusion criteria, defined in section 2.2.2. 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 she/he provides the evidence on exclusion.

3.3.5 NO OBLIGATION TO AWARD CONTRACT

The tendering procedure shall not involve EIGE in any obligation to award the contract. EIGE may, before the Framework service 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 SERVICE CONTRACT

4.1 NATURE OF THE CONTRACT

Framework Service Contract.

4.2 PLACE OF PERFORMANCE

The main place of performance is at the EIGE, Gedimino Pr. 16, 01103, Vilnius, Lithuania. Meetings between the Contractor and EIGE will be also held on EIGE premises in Vilnius.

4.3 VOLUME OF THE CONTRACT

The maximum amount available for the Framework Service Contract is 600 000 EUR, excluding VAT.

4.4 TERMS OF PAYMENT

Payments shall be made in accordance with Articles I.6 of the Draft Framework 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.

4.5 GUARANTEES

No guarantees are required by the Framework Service Contract.

4.6 DATA PROTECTION

See Article I.9. in the Framework Service Contract and the Invitation to Tender Section 14.