



FWC EIGE/2019/OPER/04

TENDER SPECIFICATIONS

Gender-sensitive language review in English and any other EU language

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 framework contract that may be awarded as a result of this tender.

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SUMMARY

Contracting Authority	The European Institute for Gender Equality (EIGE)
Procedure	Call for tender – Open procedure
Purpose	EIGE seeks to conclude a framework contract(s) with professional company/ies providing specialised editing services related to gender-sensitive language review for publications and website texts produced by EIGE or EIGE's contractors in English and languages other than English. The contractor(s) will provide a gender-sensitive language review by editing the texts written in English or in other EU languages, to ensure gender-sensitivity, consistent communication style and readability.
Lots	Lot 1 – Gender-sensitive language review in English. Lot 2 – Gender-sensitive language review in EU languages other than English
Maximum Volume	Lot 1: € 160,000. Lot 2: € 220,000 The indicated maximum volume is a contractual budgetary ceiling (incl. possible renewals). It does not bind EIGE to purchase for the maximum amount.
Duration	The initial duration of the framework contract shall be 12 months with 3 possible renewals of 12 months each (48 months in total).
Contracts	EIGE will sign a single framework service contract per Lot with the successful tenderer(s) offering best value for money. A Draft framework service contract is attached.
Submission of offers	Tenderers may submit an offer for one or more Lots. In case a tenderer decides to apply for both Lots, it has to submit separate technical and financial offers for each Lot.
Places of performance	The tasks will be performed on the Contractor's premises or places indicated in the tender.
Variants	Not permitted
Joint offers	Permitted as announced in article 2.2.1 of these Specifications
Subcontracting	Permitted as announced in article 2.2.1 of these Specifications

1. TECHNICAL SPECIFICATIONS

1.1 GENERAL BACKGROUND

Equality between women and men is a fundamental value of the European Union (EU), enshrined in its Treaties¹ and in the Charter of Fundamental Rights of the European Union. Mainstreaming the principle of equality between women and men is a major part of all EU activities and represents the general approach to the implementation of all EU policies. The European Institute for Gender Equality (hereafter referred to as 'EIGE'²) 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.³

Among 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 on gender equality among EU citizens. EIGE's activities are guided by its multi-annual and annual work programmes (SPDs).

EIGE's two strategic objectives set for the programming period 2019 to 2021 are as follows:

- To provide high quality research and data to support better informed and evidence based decision making by policymakers and other key stakeholders working to achieve equality between women and men;
- To manage all knowledge produced by EIGE to enable timely and innovative communication that meets the targeted needs of key stakeholders.

To contribute to the implementation of the above-mentioned objectives, EIGE requires expert language review of publications and website texts written in English or in other EU languages, to ensure gender-sensitivity, consistency, and readability.

EIGE launches this call for tender with a goal to conclude a framework contract (contract) with company/ies specialising in the area of professional English editing services and expert language review in languages other than English to ensure EIGE's publications are of high quality, clear, easy to read and engaging for policy makers, experts and EU citizens.

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

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

³ Article 2, Idem 2

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1.2 SCOPE OF THE PROCEDURE

The scope of this Framework Contract considers support for expert language review of EIGE's publications or website texts in English and languages other than English as the key service to be requested. The geographical coverage of the contract applies to the EU Member States.

The time frame of the current framework foresees the coverage of 1 year which can be extended for 3 more years upon renewal of the contract.

1.3 OVERALL AND SPECIFIC OBJECTIVES

OVERALL OBJECTIVE

- The overall objective is to ensure that EIGE's publications and/or website texts are gender-sensitive, clear, easy to read and engaging for policy makers and non-expert audiences, whether in English or languages other than English.

SPECIFIC OBJECTIVE(S)

The specific objectives are:

- support EIGE with professional editing services in English for publications or website texts produced by EIGE or EIGE's contractors and ensure gender-sensitive language (Lot 1);
- support EIGE with language quality assurance for publications or website texts in languages other than English and ensure gender-sensitive language in the target language conforms to the original English text. (Lot 2)

Lots

This call for tender is divided into Lots:

Lot 1 – Gender-sensitive language review in English

Lot 2 – Gender-sensitive language review in EU languages other than English

1.4 EXPECTED RESULTS

Lot 1 - Gender-sensitive language review in English

Clear, concise and engaging content is essential to support better informed and evidence based decision making by policymakers and other key stakeholders working to achieve equality between women and men. The purpose of Lot 1 is to support EIGE in developing publications that meet this description.

Deliverable Lot 1: Gender-sensitive language review in English	
No.	Activities
1.1	Ensure gender-sensitive language in accordance with EIGE's toolkit on gender-sensitive communication:

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	(https://eige.europa.eu/publications/toolkit-gender-sensitive-communication).
1.2	Check whether each sentence expresses the author's meaning clearly, particularly in texts where the author is not writing in their native language. This involves looking at each sentence, checking or improving the author's choice of words, punctuation and abbreviations.
1.3	Suggest proposals to change the length and reorganise the text in cases when it is hard to understand. The editor should also suggest changes to improve the readability of the text E.g. removing repetition in the text.
1.4	Ensure texts comply with the EU Interinstitutional Style Guide (http://publications.europa.eu/code/en/en-000100.htm) or EIGE's preferred referencing style.
1.5	Check texts (including all footnotes and/or endnotes, references, captions under photographs, lists etc.) and ensure excellent English language, vocabulary, syntax, expression and grammar as well as all relevant terminology. Ensure that no typographical errors are left in final texts.
1.6	Ensure a consistent writing style throughout the text, including references and a consistent structure of chapters and sections.
1.7	Simplify the text to make it easier for a non-expert audience to understand (e.g. replacing technical jargon with everyday language).

Timelines: EIGE shall have two (2) weeks from reception to approve or comment on activities/deliverables. The contractor shall have five (5) working days from receiving EIGE's feedback to address the comments and present the final version of the deliverable.

Size of the deliverable: The services are defined per page: one page is equal to 1500 characters without spaces; specific request for services will indicate exact number of pages.

Lot 2 Gender-sensitive language review in EU languages other than English

Deliverable Lot 2: Gender-sensitive language review in EU languages other than English	
No.	Activities
1.1	Crosscheck the translation with the original English text and ensure gender-sensitive language in the target language (editors should refer to EIGE's glossary and thesaurus in their native language, if available, to check the appropriate translation of gender equality related terms) and ensure the translated texts are clear, easy to read and consistent with the meaning in the original language
1.2	Review the translated text and edit where necessary (including all footnotes and/or endnotes, captions under photographs, lists etc.) to ensure excellent language, vocabulary, syntax, expression and grammar as well as all relevant terminology in the requested language. Ensure that no typographical errors are left in final texts.

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1.3	Ensure the translated text is consistent in style throughout the text, including references and a consistent structure of chapters and sections.
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Timelines: EIGE shall have two (2) weeks from reception to approve or comment on activities/deliverables. The contractor shall have five (5) working days from receiving EIGE's feedback to address the comments and present the final version of the deliverable.

Size of the deliverable: The services are defined per page: one page is equal to 1500 characters without spaces; specific request for services will indicate exact number of pages.

1.5 DETAILS ON DELIVERABLES/SERVICES (APPLICABLE FOR ALL LOTS)

All deliverables must be in Member State's Word or Member State's Excel format. The format of the annexes may vary depending on the type of information presented.

For the preparation of the deliverables, EIGE's guidelines on abbreviations, ordering of countries, referencing, text layout, editing, etc., must be taken into account. The guidelines will be provided to the Contractor.

All deliverables must be revised by the Contractor according to the Institute's comments and recommendations, as necessary, and returned within the deadline mentioned in the contract. Some activities must run simultaneously to ensure smooth operation of the project within the given timeframe.

The procedure for accepting the deliverables shall be as follows (unless mutually agreed otherwise). EIGE receives the deliverables according to the contract deadlines. The deliverable is evaluated based on the requirements of the Technical Specifications. Further actions, which in the opinion of EIGE, would be necessary for the acceptance of the deliverables will be implemented by the contractor without delay. A new deliverable which takes into account comments and suggestions made by EIGE should be re-submitted within the agreed deadline, but not later than within 5 working days. The deliverable is considered as a final deliverable only after its acceptance by EIGE.

EIGE will have the exclusive rights to publish the edited texts. The contractor must ensure that there are no restrictions on confidentiality and/or intellectual property rights by the third party. In case third-party copyrights need to be obtained, the contractor is expected to apply for those on behalf of EIGE.

1.6 INPUT BY THE CONTRACTING AUTHORITY (APPLICABLE FOR ALL LOTS)

The contractor will work closely together with the EIGE in order to timely retrieve all information necessary to effectively implement the foreseen tasks and to develop deliverables consistent with EIGE's qualitative and style standards.

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

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- EIGE's toolkit on gender-sensitive communication;
- EIGE's style guide;
- EU Interinstitutional style guide;
- EIGE's Glossary and Thesaurus;
- EIGE's templates;
- EIGE's online infrastructures (e.g. EuroGender);
- EIGE's contact person (project manager).

1.7 GENERAL GUIDANCE (APPLICABLE FOR ALL LOTS)

It is responsibility of the contractor to ensure:

- to adopt and develop the appropriate methodological approach and strategy to achieve the expected results and the specific objective of the FWC
- to tailor the development of the different deliverables
- the appropriate quality, relevance and coherence of the deliverables
- to organise the expertise and knowledge of the project team and of the editors in view of effectively achieving the purposes of the FWC
- to analyse and manage potential risks that could endanger the effective and sound implementation of the FWC and enact the possible mitigating solutions to reduce the risks
- to effectively implement activities in parallel whenever possible and advisable
- the appropriate project management strategy to meet deadlines and to deliver expected results, timely and with the expected quality

1.8 PROJECT TEAM

The organisation of the project team is a key feature and it is fundamental to delivering the expected results within the defined timeframe.

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 these Tender Specifications). Tenderers need to ensure that the team have a sufficient number of members, fulfils the requirements listed below in terms of qualifications and experience.

All costs for employing additional editors during the implementation phase of the project are to be borne in full by the contractor.

The projects core team delivering the required results must include the following profiles:

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Lot 1

- One contract manager with at least 5 years of relevant professional experience, including language skills in English (minimum level B2 of the Common European Framework of Reference for Languages (<https://tracktest.eu/english-levels-cefr/>)).
- Minimum two **senior editors**, (English native speaker or level C2 of the Common European Framework of Reference for Languages (<https://tracktest.eu/english-levels-cefr/>)) with at least 5 years of relevant professional experience and with some experience working on gender equality related texts.
- Minimum two **junior editors**, (English native speaker or level C2 of the Common European Framework of Reference for Languages (<https://tracktest.eu/english-levels-cefr/>)) with at least 2 years of relevant professional experience and with some experience working on gender equality related texts.

Project (contract) manager

The project manager is responsible for the coordination and administrative tasks of the project, and she/he 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 framework contract and other relevant aspects of the work. The full team is responsible for the content and quality of all deliverables. The project manager and senior editors must participate in meetings with EIGE and must sign all deliverables.

Envisaged tasks (non-exhaustive list)	Qualifications and professional experience must include
<ul style="list-style-type: none"> - <i>plan and manage human resources;</i> - <i>define tasks and deliverables and lead on their execution against time, quality and cost criteria;</i> - <i>timely communication with EIGE's project manager</i> 	<ul style="list-style-type: none"> - <i>university degree;</i> - <i>minimum of five years of professional experience in project management;</i> - <i>proven experience as project manager or coordinator;</i> - <i>language skills in English (minimum level B2 of the Common European Framework of Reference for Languages (https://tracktest.eu/english-levels-cefr/))</i>

Senior editor(s)

Envisaged tasks (non-exhaustive list)	Qualifications and professional experience must include

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<ul style="list-style-type: none"> - <i>Editing texts</i> - <i>Gender-sensitive language review</i> 	<ul style="list-style-type: none"> - <i>university degree;</i> - <i>minimum of five years of professional experience in editing texts;</i> - <i>Editing gender equality related texts with a policy dimension (e.g. gender mainstreaming texts, gender-based violence);</i> - <i>Using style guides e.g. EU's Interinstitutional Style Guide;</i> - <i>Providing editing services to international institutions, e.g. EU institutions;</i> - <i>English native speaker or level C2 of the Common European Framework of Reference for Languages (https://tracktest.eu/english-levels-cefr/)</i>
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Junior editor(s)

Envisaged tasks (non-exhaustive list)	Qualifications and professional experience must include
<ul style="list-style-type: none"> - <i>Editing texts</i> - <i>Gender-sensitive language review</i> 	<ul style="list-style-type: none"> - <i>university degree;</i> - <i>minimum of two years of professional experience in editing texts;</i> - <i>Editing gender equality related texts with a policy dimension and ensuring gender-sensitive language (e.g. gender mainstreaming texts, gender-based violence);</i> - <i>Using style guides e.g. EU's Interinstitutional Style Guide;</i> - <i>Providing editing services to international institutions, preferably EU institutions;</i> - <i>English native speaker or level C2 of the Common European Framework of Reference for Languages (https://tracktest.eu/english-levels-cefr/)</i>

Statement of conflict of interest

Each team member shall sign a declaration of conflict of interest (see Standard Submission Forms) declaring that is not in a situation of conflict of interest and commit to inform the Contracting Authority of any change.

In case of a missing declaration and/or if a project member signs two or more declarations for two or more offers, the offer will not be accepted and will be excluded.

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Lot 2

- One **contract manager** with at least 5 years of relevant professional experience, including language skills in English (minimum level B2 of the Common European Framework of Reference for Languages (<https://tracktest.eu/english-levels-cefr/>)).
- Minimum one **senior editor** for each official EU language other than English, native speaker in the requested language or level C2 of the Common European Framework of Reference for Languages with at least 5 years of relevant professional experience and with some experience working on gender equality related texts.

Project manager

The project manager is responsible for the coordination and administrative tasks of the project, and she/he 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 framework contract and other relevant aspects of the work. The full team is responsible for the content and quality of all deliverables. The project manager and senior editors must participate in meetings with EIGE and must sign all deliverables.

Envisaged tasks (non-exhaustive list)	Qualifications and professional experience must include
<ul style="list-style-type: none"> - <i>plan and manage human resources;</i> - <i>define tasks and deliverables and lead on their execution against time, quality and cost criteria;</i> - <i>timely communication with EIGE's project manager</i> 	<ul style="list-style-type: none"> - <i>university degree;</i> - <i>minimum of five years of professional experience in project management;</i> - <i>proven experience as project manager or coordinator;</i> - <i>language skills in English (minimum level B2 of the Common European Framework of Reference for Languages (https://tracktest.eu/english-levels-cefr/))</i>

Senior editor(s)

Envisaged tasks (non-exhaustive list)	Qualifications and professional experience must include
<ul style="list-style-type: none"> - <i>Editing texts</i> - <i>Gender-sensitive language review</i> 	<ul style="list-style-type: none"> - <i>university degree;</i> - <i>minimum of five years of professional experience editing texts in the target language;</i>

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	<ul style="list-style-type: none"> - <i>Editing gender equality related texts with a policy dimension and ensuring gender-sensitive language (e.g. gender mainstreaming texts, gender-based violence);</i> - <i>Using style guides e.g. EU's Interinstitutional Style Guide;</i> - <i>Providing editing services to international institutions, e.g. EU institutions</i>
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1.9 PERFORMANCE AND QUALITY REQUIREMENTS

The place of performance is the contractor's premises or any premises required by the specificity of the services described in the technical requirements. The activities should be carried out in close collaboration with EIGE staff.

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

All deliverables must comply with the requirements set out in the technical specifications. In particular, they will have to fulfil the following:

1. Respect of deadlines;
2. Quality, consistency, coherence and relevance of the content;
3. Specialised editing services related to gender-sensitive language;
4. Timely introduction of all recommendations and improvement requirements provided by EIGE, during the assessment of each received text.

If EIGE has to return a text to the contractor more than three times to finalise a deliverable to the appropriate standard and this happens on three occasions over six months, EIGE has the right to terminate the contract.

1.10 GENERAL TIMELINES FOR EACH YEAR

After the inception of the contract, EIGE expects to request the services through an order form(s) valid until the end of November/per year.

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

1.11 PAYMENTS

Payments under the Framework service contract shall be carried out in accordance to Article I.6 of the Framework service contract and will be subject to prior approval of the services by EIGE within 30 days after an invoice is submitted to EIGE. An invoice must specify the tasks and any other relevant

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and specific requirements as required by EIGE. Invoices shall clearly show a breakdown of actual costs. An invoice shall be submitted at the end of November of each year for the deliverables with outstanding balance due.

1.12 INTELLECTUAL PROPERTY RIGHTS

In accordance with Article II.13 of the 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 Article I.10. If the results are not fully created for the purpose of the contract this should be clearly pointed out in the tender. Information should be provided about the scope of pre-existing materials, their source and when and how the rights to these materials have been or will be acquired.

1.13 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.

1.14 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.

Tenderers must clearly show in their technical offer how they will ensure that the implementation will comply strictly with national and EU data protection legislation, especially Regulation (EU) 2018/1725 and Directive 1995/46/EC, as well as Regulation EC No 322/97 on the processing of data for statistical purposes and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, which applies from 25 May 2018.

1.15 PLAGIARISM IN THE TENDER

In the tender all quotations or information originating from other sources and to which third parties may claim rights have to be clearly marked (source publication including date and place, creator, number, title, etc.) in a way allowing easy identification.

1.16 USE OF DATA

EIGE retains the right to publish any outcomes of the contract first. Reuse is authorised provided the source is acknowledged, the original meaning is not distorted and EIGE is not liable for any damage caused by that use. EIGE acquires the exclusive right to authorise or prohibit direct or indirect, temporary or permanent reuse of the results by any means (mechanical, digital, etc.) and in any form, in whole or in part. The reuse policy of EIGE is implemented by the Commission Decision of 12 December 2011 on the reuse of Commission documents (2011/833/EU). The Contractor shall inform EIGE of any possible use of the data and other outcomes of this contract.

1.17 CONFIDENTIALITY OF TENDERS

Once the Contracting authority has opened a tender, it becomes its property and shall be treated confidentially, subject to the following:

- For the purposes of evaluating the tender and, if applicable, implementing the contract, performing audits, benchmarking, etc., the Contracting authority is entitled to make available (any part of) the tender to its staff and the staff of other Union institutions, agencies and bodies, as well to other persons and entities working for the Contracting authority or cooperating with it, including contractors or subcontractors and their staff provided that they are bound by an obligation of confidentiality.
- After the signature of the award decision tenderers whose tenders were received in accordance with the submission modalities, who have access to procurement, who are not found to be in an exclusion situation referred to in Article 136(1) of the FR, who are not rejected under Article 141 of the FR, whose tenders are not found to be incompliant with the procurement documents, and who make a request in writing will be notified of the name of the tenderer to whom the contract is awarded, the characteristics and relative advantages of the successful tender and the price of the offer and/or contract value. The Contracting authority may decide to withhold certain information that it assesses as being confidential, in particular where its release would prejudice the legitimate commercial interests of economic operators or might distort fair competition between them. Such information may include, without being limited to, confidential aspects of tenders such as unit prices included in the financial offer, technical or trade secrets.
- The Contracting authority may disclose the submitted tender in the context of a request for public access to documents, or in other cases where the applicable law requires its disclosure. Unless there is an overriding public interest in disclosure, the Contracting authority may refuse to provide full access to the submitted tender, redacting the parts (if any) that contain confidential information, the disclosure of which would undermine the protection of commercial interests of the tenderer, including intellectual property. The Contracting authority will disregard general statements that the whole tender or substantial parts of it contain confidential information. Tenderers need to mark clearly the information they consider confidential and explain why it may not be disclosed. The Contracting authority reserves the right to make its own assessment of the confidential nature of any information contained in the tender.

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.

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).

This call for tenders is governed by the provisions of Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union (the Financial Regulation).

The Contracting authority has chosen to award the contract resulting from this call for tenders through an open procedure pursuant to Article 164(1) (a) of the Financial Regulation. In an open procedure, any interested economic operator (any natural or legal person who offers to supply products, provide services or execute works) may submit a tender.

Please be aware that after the UK's withdrawal from the EU, the rules of access to EU procurement procedures of economic operators established in third countries will apply to candidates or tenderers from the UK depending on the outcome of the negotiations. In case such access is not provided by legal provisions in force candidates or tenderers from the UK could be rejected from the procurement procedure.

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. **Further instructions how to submit a tender are added as a part of tender documents.**

To enable the Contracting authority to verify the access, each tenderer must indicate its country of establishment (and in case of joint tender – the country of establishment of each group member) and must present the supporting evidence normally acceptable under the law of that country/-ies. The same document(s) could be used to prove country/-ies of establishment and the delegation(s) of the authorisation to sign as described in Invitation to tender section 1 (where a document needs to be signed, the signature must be hand-written).

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

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 the tender invalid.

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

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

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

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

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 shall be submitted in an official EU language while the working language of EIGE is English.

All tenders must include the documents referred to in Standard Submission Forms ('Checklist of documents to be completed and submitted').

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

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- 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

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

Joint 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 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.

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

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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%.

In such case, 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.
- signed Declaration on honour on exclusion criteria and selection criteria by subcontractors whose share of the contract is above 10%. (ref. Section 2.2.3.1).

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.

2.2.2 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.

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In case of subcontracting, subcontractors whose share of the contract is above 10% and whose capacity is necessary to fulfil the exclusion 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 exclusion 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 there has been no change in its situation.

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).

No contract will be awarded to tenderers who, at the time when contracts are being awarded under this procedure:

- a) have a conflict of interest. EIGE must ensure that the tenderer does not, at the time of submitting a tender, have any conflict of interest in connection with this call for tenders. A conflict of interest possibly arises in particular as a result of economic interests, political or national affinities, family or emotional ties, or any other relevant connection or shared interest. EIGE reserves the right to assess whether a conflict of interest exists.
- b) have been guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or have failed to supply that information

Tenderers are asked to declare (see Standard Submission Forms “Declaration on honour on exclusion criteria and selection criteria”):

- that they have not made and will not make any offer of any type whatsoever from which an advantage can be derived under the contract;
- that they have not granted and will not grant, have not sought and will not seek, have not attempted and will not attempt to obtain, and have not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to the award of the contract;

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- that they will inform the contracting authority, without delay, of any situation constituting a conflict of interest or which could give rise to a conflict of interest.

The initial verification of non-exclusion of tenderers will be done on the basis of the submitted declarations and consultation of the European Union's Early Detection and Exclusion System. The documents mentioned as supporting evidence in the Declaration on Honour need to be provided whenever requested and where this is necessary to ensure the proper conduct of the procedure within a deadline given by the Contracting authority.

2.2.3 SECTION THREE: SELECTION CRITERIA DOCUMENTATION

This part of the tender concerns the evidences relating to the economic and financial capacities, and legal, regulatory 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.

2.2.3.1 Economic and financial capacity. Legal and regulatory capacity

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

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criterion:

- Lot 1: The average annual turnover of the tenderer must be minimum EUR 80.000 the overall maximum volume of the contract for Lot 1 during the past 3 years.
- Lot 2: The average annual turnover of the tenderer must be minimum EUR 110.000 the overall maximum volume of the contract for Lot 2 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.

Legal and regulatory capacity

Tenderers must demonstrate that they are enrolled in a relevant trade or professional register or, to hold a particular authorisation proving that it is authorised to perform the contract in its country of establishment in relation to the subject of the contract.

- A tenderer is asked to confirm that they are authorised to perform the contract under the national law as evidenced by inclusion in a trade or professional register, or a sworn

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declaration or certificate, membership of a specific organisation, express authorisation or entry in the VAT register.

Evidence on compliance with the legal and regulatory capacity requirement must be provided by the following documents:

- Duly filled in and signed Legal Entity Form (see Standard Submission Forms) accompanied by the documents requested therein.
- The tenderers (including each member of the group in case of joint tender) and subcontractors whose share of the contract is above 10% must provide the Declaration on honour on exclusion criteria and selection criteria.

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 specialised editing services in English or languages other than English, taking into account gender-sensitive 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.

Evidence of the technical and professional capacity shall be presented as indicated in Standard Submission Forms by the following:

For Lot 1

Criterion T1: The tenderer must prove experience in the field of English editing with experience working on gender equality related texts.

Evidence for T1:

Reference list (contact details may be asked) of minimum three customers to whom the tenderer has supplied the core services, in the past 3 years; specifying the Tenderer's share (at least 50%) in provision of the services and if subcontractors were used for any of the services.

Criterion T2:

The tenderer must demonstrate the compliance to the professional capacity to carry out the tasks and to ensure quality of all the expected results.

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Evidence for T2:

The Curricula Vitae (CVs), preferably in a common European format, of the proposed members of the team must be enclosed and must clearly show evidence of the experience and skills required. The form can be downloaded from: <https://europass.cedefop.europa.eu/en/documents/curriculum-vitae/templates-instructions>

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.

For Lot 2

Criterion T1: The tenderer must prove experience in the field of editing in EU languages other than English with experience working on gender equality related texts.

Evidence for T1:

Reference list (including contact details) of minimum three customers to whom the tenderer has supplied the core services, in the past 3 years; specifying the Tenderer's share in provision of the services and if subcontractors were used for any of the services.

Criterion T2:

The tenderer must demonstrate the capacity to build, coordinate and manage the team of language editors (experiences, skills and competences of the team indicated in these technical specifications). The team shall be competent to ensure quality of all the expected results and deliverables.

Evidence for T2:

Reference list of previous contracts (minimum three) in which the tenderer has organised the work of several (minimum five) language editors at once.

The Curricula Vitae (CVs), preferably in a common European format, of the proposed members of the team must be enclosed and must clearly show evidence of the experience and skills required. The form can be downloaded from: <https://europass.cedefop.europa.eu/en/documents/curriculum-vitae/templates-instructions>

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.

2.2.4 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 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.

The Tender must demonstrate a clear understanding of the objectives and assignments, methodological approach including quality assurance and quality control, project management, organisation of the project team and communication, work plan and timelines.

The tenderer must submit its Technical Offer following the requirements to the Technical Offer:

- a) The issues and the approach and the other aspects reviewed in the quality criteria mentioned in section 3.2 below, 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) Describe in addition how point (a) and (b) are in particular implemented in the following scenarios used for evaluation purposes. The actual work requested may differ.

LOT 1 - Scenario

Scenario A

Approach towards scenario:

The contractor receives 50 pages of text from one of EIGE's forthcoming publications for gender-sensitive language review in English. The text has been written by three different non-native English speakers. How would the contractor approach this task?

- The approach taken for the successful completion of the specific scenario
- The project work plan (e.g. time required to complete tasks, structure of the project team)

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- Allocation of days per profile

Scenario B

- Edit the text in Annex 1, according to all activities in D1. The text should include track changes and any comments.

Lot 2 – Scenario

Scenario A

The contractor receives 23 country factsheets in 23 different EU languages for a gender-sensitive language review. How would the contractor approach this task?

- The approach taken for the successful completion of the specific scenario
- The project work plan (e.g. time required to complete tasks, structure of the project team)
- Allocation of days per profile

Scenario B

- Gender-sensitive language review in Polish, Annex 2, according to all activities in D1. The text should include track changes and any comments.

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.

Technical offer (only referring to the Section 4) shall not exceed 40 pages. The pages of the technical offer exceeding the indicated threshold will not be evaluated.

The offer should present how the contractor intends to implement the activities and/or services planned and how those activities will contribute to the achievement of the expected results.

The technical offer shall clearly describe:

- which methodological approach and strategy will be adopted and developed to achieve the expected results and the specific objective of the FWC
- how the different deliverables will be developed
- how the quality, relevance and coherence of the deliverables will be ensured
- how the expertise and knowledge of the project team will be used for the purposes of the FWC
- which potential risks could endanger the effective and sound implementation of the FWC and which possible mitigating solutions could be taken to reduce the risks
- how possible parallel activities will be effectively implemented

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- what project management strategy will be adopted to meet deadlines and to deliver expected results, timely and with the expected quality

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

The tenders are asked to submit a financial offer, which shall consist of the Financial Offer Form (see Standard Submission Forms) indicating a single price for the financial offer.

Tenderers must provide fixed price including all fees and project related costs (project management, quality control, back-up resources, etc.) directly or indirectly connected with the provision of the service. **An indicative estimate of the volumes to be ordered for each lot over the whole duration of the framework contract is given below. These volumes are estimates only and there is no commitment as to the exact quantities to be ordered. The actual volumes will depend on the quantities, which the Contracting authority will order through specific contracts. In any case, the framework contract ceiling, i.e. the maximum amount to be spent under the framework contract, for each lot shall not be exceeded.**

Maximum volume Lot1: EUR 160,000

Maximum volume Lot2: EUR 220,000

The tenderer must specify the price per page in accordance to the mentioned deliverables and activities.

The contractor may not exceed the maximum indicated price while still being required to deliver in full services stipulated in the contract. The contractor shall follow the principle of good financial management and ensure value for money, i.e. quality of service at the most advantageous price. Contractor's attention shall be drawn to the article II.22 (Reimbursements) of the General Conditions for the Framework service contract.

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.

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- Price revision is not applicable

3. THE ASSESSMENT PROCEDURE

3.1 EVALUATION OF TENDERERS

Application of exclusion criteria

The (non-)exclusion of the tenderers will be evaluated on the basis of the documents submitted as indicated in Section 2.2.2 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 2.2.2 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.

Application of selection criteria

The capacities of the tenderer to perform the contract will be evaluated on the basis of the declaration submitted as indicated in Section 0 Selection 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 group of operators and subcontractors, as a whole.

3.2 EVALUATION OF TENDERS

Application of award criteria

The assessment method that will be used to determine the choice of the tender will be based on the criteria given below, on the basis of the most economically advantageous tender in terms of:

- Quality of the tender (Technical merit – TM)
- Financial value of the tender (Price – P)

A. Technical evaluation (max. 70, min. 40 points)

Tenders will be evaluated following the award criteria and weightings outlined below, producing a potential total score of 70 points.

Tenderers shall elaborate on all criteria referred to below in order to score as many points as possible. The mere repetition of mandatory requirements set out in these tender specifications, without going into details or without giving any added value will only result in a low score. If essential elements of these tender specifications are not expressly addressed in the tender, EIGE may decide to give a zero mark for the relevant quality criterion.

LOT 1

Criteria number	Criteria description	Maximum points per criteria	Minimum required score
1	Quality of the proposed methodology <ul style="list-style-type: none"> - Appropriate approach to ensuring gender-sensitive language - Appropriate approach to ensure edited texts are consistent, clear and easy to read - Appropriate approach to ensure submitted texts follow the EU Inter-institutional Style Guide 	30	16
2	Organisation of the work and resources <ul style="list-style-type: none"> - Time required to complete tasks - Structure of the project team - Availability and adequacy of the resources for the timely completion of the contractual tasks to a high level of quality - Responsiveness and interaction with EIGE 	10	6
3	Quality assurance and risk management <ul style="list-style-type: none"> - Measures employed to ensure the quality of the services, indicating the quality checks carried out on each transcript before it is sent back to EIGE - Identification of potential risks and ways to mitigate them 	10	6

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4	Scenario A <ul style="list-style-type: none"> - The quality of the approach taken for the successful completion of the specific scenario - The project work plan (e.g. time required to complete tasks, structure of the project team). Allocation of days per profile Scenario B <ul style="list-style-type: none"> - The quality of a sample of edited text. 	20	12
Total		70	40

Only tenders which obtain the indicated minimum number of points, both for each award criterion and in total, will be considered for the next stage, which involves determining the financial value of the tender and for the final assessment.

LOT 2

Criteria number	Criteria description	Maximum points per criteria	Minimum required score
1	Quality of the proposed methodology <ul style="list-style-type: none"> - Appropriate approach to ensuring gender-sensitive language in EU languages other than English - Appropriate approach to ensure edited texts are clear, easy to read and consistent with the meaning in the original language 	20	11
2	Organisation of the work and resources <ul style="list-style-type: none"> - Time required to complete tasks - Structure of the project team and adequate access to language editors in the EU Member States' official languages, other than English - Availability and adequacy of the resources for the timely completion of the contractual tasks to a high level of quality 	20	11

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	<ul style="list-style-type: none"> - Responsiveness and interaction with EIGE 		
3	Quality assurance and risk management <ul style="list-style-type: none"> - Measures employed to ensure the quality of the services, indicating the quality checks carried out on each transcript before it is sent back to EIGE - Identification of potential risk and ways to mitigate them 	10	6
4	Scenario A <ul style="list-style-type: none"> • The quality of the approach taken for the successful completion of the specific scenario • The project work plan (e.g. time required to complete tasks, structure of the project team). Allocation of days per profile Scenario B The quality of a sample of edited text.	20	12
Total		70	40

Only tenders which obtain the indicated minimum number of points, both for each award criterion and in total, will be considered for the next stage, which involves determining the financial value of the tender and for the final assessment.

B. Financial evaluation (max. 30 points)

Each Lot will be evaluated separately.

The evaluation of Financial Offers is based on the following formula, which applies weights on all costs indicated:

Lot1

(P1. Lot1) total rate per page in Word for a standard edit (1500 characters without spaces), ref. activities D1.1 - D1.6

(P2. Lot1) total rate per page in Word for a standard edit (1500 characters without spaces), ref. activities D1.1 – D1.7

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Lot2

(P1. Lot2) total rate per page in Word for a standard edit (1500 characters without spaces), ref. activities D1.1 - D1.3

For that purpose, tenderers shall fill out the financial offer using the template attached and shall bear in mind that all fields are compulsory and non-compliance will lead to exclusion of the tender from the award process.

For each category above, tenders meeting all mandatory requirements including the minima for technical merit will score points in function of the following formula $P_s = (P_{min}/P_0) \times 30 \times WF$, where:

P_s = Price Score for price of service,

P_{min} = the price of the lowest tender received,

P_0 = the price of the tender being considered,

30 = the maximum number of points that can be awarded under this award criterion

WF = weighting factor; the price P1 Lot1 will be affected by a weighting factor of 60 %, whereas P2. Lot1 will be affected by a weighting factor of 40 %. For the Lot 2: the price P1 Lot2 will be affected by a weighting factor of 100 %.

The total score for the price criterion that will be taken into account for the evaluation of tenders will be the sum of the 2 (two) P_s for Lot1 and the total for Lot2.

3.3 AWARD OF THE CONTRACT

AWARD PRINCIPLE

A framework contract(s) (maximum one per lot) will be awarded to the tenderer(s) whose tender achieves the highest total score for technical merit and price (TM + P). Should tenders obtain the same final score and tie for first place, the winning tender will be decided on the basis of the highest score achieved for quality.

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

3.4 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".

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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.

3.5 STANDSTILL PERIOD

EIGE shall not sign the framework service contract(s) 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 fail, the notification will be re-sent immediately by letter, in which case the standstill period of 15 calendar days will apply.

3.6 EVIDENCE BY CONTRACTOR

The tenderer to whom the framework service contract(s) is to be awarded shall provide, within 10 calendar 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 2.2.2.

The contracting authority may ask tenderers at any moment during the procedure to submit an updated declaration or all or part of the supporting documents on selection criteria, defined in section 2.2.3 where this is necessary to ensure the proper conduct of the procedure.

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 and selection.

3.7 NO OBLIGATION TO AWARD THE FRAMEWORK CONTRACT

The tendering procedure shall not involve EIGE in any obligation to award the framework service contract(s). 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

4.1 NATURE OF THE FRAMEWORK CONTRACT

Following completion of this procurement procedure, single framework contract is expected to be signed between the 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 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 – Gender-sensitive language review in English

Lot 2 – Gender-sensitive language review in EU languages other than English

4.2 START AND DURATION OF THE FRAMEWORK CONTRACT

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 is concluded for a period of 12 months with possible renewal of 12 months up to 3 times, with effect from the date of 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 OF THE FRAMEWORK CONTRACT

The tasks will be performed on the Contractor's premises or places indicated in the tender. Meetings between the Contractor and EIGE will be held on EIGE's premises in Vilnius. Upon agreement with the contractor, meetings can be held in other locations in Europe.

4.4 VOLUME OF THE FRAMEWORK CONTRACT

The maximum amount covering all purchases under this FWC including all renewals (if applicable) is:

- 160,000 € for Lot1
- 220,000 € for Lot2

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However, this does not bind the contracting authority to purchase for the maximum amount. There is a possibility for modification of the contract without a new procurement procedure in accordance with the Article 172, par. 3 of the EU Financial Regulation, Regulation (EU, Euratom) No 2018/1046, and if the relevant conditions are fulfilled.

During the 3 years following the entry into force of the original contract, EIGE reserves the right to exercise the option of conducting a negotiated procedure without prior publication of a contract notice for new services with the future contractor in accordance with point (e) of the second subparagraph of point 11.1(e) of Annex I to the Financial Regulation⁴.

4.5 TERMS OF PAYMENT OF THE FRAMEWORK CONTRACT

Payments shall be made in accordance with Article I.6 of the Draft Framework 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. An invoice for the outstanding balance of services shall be submitted at the end of November.

4.6 GUARANTEES

No guarantees are required by the Framework contract.

4.7 DATA PROTECTION

See Section I.9 in the Draft Framework Contract and the Invitation to Tender.

4.8 IMPLEMENTATION OF THE FRAMEWORK CONTRACT

The implementation of the FWC will be through Specific Contracts / Order Forms signed by both parties throughout the validity of the framework contract. Specific contracts / Order Forms based on FWC are awarded in accordance with the terms of the FWC and only between EIGE and the contractors originally party to the FWC in accordance with Article I.4 of the Draft Framework Contract.

⁴ Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012, OJEU L 193/1 of 30.07.2018.

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4.9 ORDER TYPE

Services shall be provided on the basis of Fixed Price Orders, which correspond to the order of a defined work.

Fixed Price (FP) orders are executed outside EIGE's premises as a rule (i.e. off-site or extra-muros) or exceptionally in EIGE's premises. In a Fixed Price order, EIGE specifies the deliverables corresponding to the work to be delivered with expected timeframe.

The following conditions relating to fixed price orders apply:

- The contractor must present proposals meeting the requirements as specified in the Service Requests and associated annexes (specifications, deliverables, deadlines etc.).
- The offer must include a project work plan as defined in the Technical Specifications. The financial offer must be based on the estimation of the number of days for each profile.
- The offer must include the list of staff members proposed for the execution of the order. The contractor's staff must match the profile descriptions as laid down in the Technical Specifications of the Framework Contract.
- The offer must also include the financial bid, which must include the price. The price must be based on the prices indicated in the financial proposal for the Framework Contract. The prices must be all-inclusive.
- The work is performed off-site, typically on tenderer's premises. The tenderer shall provide all necessary infrastructures on its premises for the successful execution of the work.
- The deliverables must be in line with the delivery schedule, and conform to the specifications as described in the specific contract. A warranty shall apply to the deliverables accepted by EIGE.
- The invoicing is based on the acceptance of the deliverables by EIGE.