

**MANUAL FOR THE
INTEGRATION OF THE GENDER
PERSPECTIVE AND THE
CONSIDERATION OF THE
EQUALITY OF WOMEN AND
MEN IN THE FRAMEWORK OF
PUBLIC PROCUREMENT**

INSTITUTE FOR THE EQUALITY OF WOMEN AND MEN



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PART I: CONCEPTS



1. Equality of women and men

The effort to achieve **equality for women and men** aims to give women and men the same opportunities in all areas of daily life, both private and professional.

2. Specific actions to promote the equality of women and men

The **traditional approach** to the equality of women and men consists of introducing measures that are specifically intended to remedy those situations in which inequalities between men and women have been observed. One typical example of this is an awareness raising campaign specifically aimed at women or men to counter specific forms of inequality they face.

3. Integration of the gender perspective

To understand the term **‘integration of the gender perspective (*gender mainstreaming*)’**, the concept of ‘gender’ must first be made clear.

First of all it needs to be said that the word ‘gender’ is not a synonym for the word ‘sex’. **Sex** refers to the biological differences between men and women. These differences are universal and timeless. They do not change over time (different periods) or space (different countries).

‘Gender’, on the other hand, is a cultural construct that is formed by every society around each of the two biological sexes. It refers to the characteristics that are linked to the status of men and women, which are not inborn but are determined by society. So gender is bound to a culture and a time, and often it is associated with the existence of stereotypes in a particular society.



A policy, measure, action etc. **has a gender perspective** when it involves an area in which women and men find themselves in a different situation.

A policy, measure, action etc. is **analysed from a gender perspective** when its potential impact on the respective situation of women and men is evaluated.

Sex-disaggregated statistics of the persons to which policies, measures, actions etc. apply are often essential. These statistics make it possible to form a clear picture of the respective situations of women and men and **possible differences between the two sexes**. Not all differences between women and men, however, constitute an **inequality between women and men**. A difference is viewed as problematic in terms of the equality of women and men when, for one of the two sexes, it limits the access to resources (income, work, responsibilities/power, health/wellbeing, safety, knowledge/education, mobility, time etc.) or the exercise of fundamental rights (civic rights, social and political rights).

The gender perspective is integrated in a policy, measure, action etc. when it contributes towards avoiding or correcting possible inequalities between women and men.

The identification of differences between women and men is sometimes based on **generalisations** - which may or may not be supported by statistics - about the situation of women and men. The aim, however, is not to confirm or reinforce these generalisations by creating separate solutions for women and men. The intention is, based on the observed differences between women and men, to extend the scope of a policy, measure, action etc. so that both situations are taken into account. This promotes equality and efficiency because everyone, regardless of his or her sex and his or her situation, can relate to the policy, measure, action etc.

For **more information** about gender, *gender mainstreaming* and other concepts, please refer to the following sources:

- the [gender mainstreaming section of the Institute's website](#) (*only available in Dutch and French*);
- the '[Manual for the application of gender mainstreaming within the Belgian federal administration](#)' which uses concrete examples to explain the principle of *gender mainstreaming* and the implementation of the 'law on *gender mainstreaming*';
- the '[Manual for the application of gender budgeting within the Belgian federal administration](#)' which uses concrete examples to explain the principle of gender budgeting and sets out how *gender budgeting* should be implemented;
- the '[Gender perspective checklist](#)' which can help to determine whether or not a dossier has a gender perspective.

If these tools do not provide an answer, it is also possible to **contact**:

- the *gender mainstreaming* coordinator within a specific administration (FPSs, PPSs and the Ministry of Defence);
- the *gender mainstreaming* unit of the Institute for the equality of women and men (see the [colophon](#) at the end of this publication for contact details).

4. Gender and equality of women and men in public procurement contracts

A **public procurement contract** is an agreement that is concluded between one or more economic operators and one or more contracting authorities and which relates to carrying out work, supplying products or providing services. It is one of the main ways used by the government to complete tasks that it does not wish to carry out itself.

The ‘**law on gender mainstreaming**’ of 12 January 2007¹ explicitly states in art. 3, 3° that the equality of women and men and the integration of the gender perspective must be taken into account in the framework of procedures for the adjudication of public procurement contracts.

The ‘**law on public procurement contracts**’ of 17 June 2016² mentions in several places the importance of compliance with social legislation and of taking social characteristics into account.

The integration of the gender perspective in public procurement contracts and promoting equality of women and men via public procurement contracts also forms part of efforts towards **sustainable procurement**. The 2030 Agenda for Sustainable Development, which was adopted by the member states of the UN, acknowledges that taking gender into account is crucial in implementing all the goals and targets of the Agenda, including target 12.7 which aims to promote sustainable practices in the area of public procurement. The ISO 20400 standard on sustainable procurement also states that efforts must be made towards public procurement that has the most positive effects on the environment, society and the economy. The most positive impact on society can only be achieved by taking possible differences between the situation of women and men into account. Taking these differences into account can also lead to better results in economic and ecological terms.

When contractors carry out specific actions to promote the equality of women and men this can also help to meet Sustainable Development Goal 5 on gender equality and empowerment of women and girls in order to achieve a more sustainable, inclusive and equal society.

All this has been confirmed at the federal level by the ‘circular letter on sustainable public procurement’³, which explicitly states that federal contracting authorities must study whether it is opportune to include the promotion of equal opportunities for men and women in the framework of qualitative selection, technical specifications, award criteria and contract performance conditions.

¹ Law of 12 January 2007 aimed at monitoring the application of the resolutions from the world conference on women held in Beijing in September 1995 and at integrating the gender perspective into all federal policies. (B.O.J., 13 February 2007).

² Law of 17 June 2016 on public procurement contracts (B.O.J., 14 July 2017).

³ Circular of 16 May 2014 on the incorporation of sustainable development, including social clauses and measures to benefit small and medium-sized enterprises, in the framework of public procurement contracts awarded by federal contracting authorities (B.O.J., 21 May 2014).



Finally, integrating the gender perspective in the adjudication procedures for public procurement contracts also leads to **improved efficiency in government spending**. By ensuring that the requested end result is matched as well as possible to the situation of both sexes, it will reach a larger target group and meet the needs of both women and men in a better way.

Both specific actions to promote the equality of women and men and integration of the gender perspective can be applied to **all types of public procurement contracts**. In terms of integrating the gender perspective, however, it are mainly the public procurement contracts for services (research, communication etc.) that lend themselves most easily to taking differences between women and men into account.

From the perspective of **transparency** it is important that the criteria and conditions for integrating the gender perspective and promoting equality of women and men should always be clearly stated in the specifications so that tenderers know exactly what is expected of them. From the perspective of **proportionality** it is also necessary to check whether the criteria and conditions for integration of the gender perspective or promotion of equality of women and men are not disproportionate based on the nature and value of the contract.

[Part II](#) will concentrate on the **integration of the gender perspective** in the content of public procurement contracts. [Part III](#) will indicate how **equality of women and men** can be promoted among contractors. The decision to subdivide the document in this way results in a degree of repetition. This is necessary so that each part of the manual can be consulted separately.

PART II: INTEGRATION OF THE GENDER PERSPECTIVE IN THE FRAMEWORK OF PUBLIC PROCUREMENT CONTRACTS

1. Introduction

This part sets out how differences in situation between women and men (the gender perspective) can be taken into account in the context of public procurement contracts. The attention here is focused on the **content** of the contract: the measures that allow the end result of the contract to take into account the situation of both women and men. As indicated in the previous part, this approach is mainly applicable to public procurement contracts for services. How is it possible to ensure that the results of a study also set out differences in situation between women and men in the domain of the study? What steps can be taken to avoid a communication campaign ignoring half of its target audience and to ensure that it appeals to both women and men? In some cases differences between women and men should also be considered in public procurement contracts for works (for example accessibility for people with a buggy in places visited by many parents) and deliveries (avoiding purchases of gender-stereotyped business gifts).

Promotion of the equality of women and men among **contractors** is covered in [Part III](#).

2. General comment: use of language

At virtually every step in the adjudication procedure, when referring to the content of the contract, it is best to use **the most inclusive language possible** referring to both sexes (he/she, business man/woman, etc.). This makes contractors aware that their target audience (for a study, campaign etc.) usually consists of both women and men. Language that seems to exclude one of the two sexes from the target group to which the contract relates (foreman, cleaning lady etc.), should be avoided in all cases. If the reference to both sexes is not possible, it is best to find a neutral term (supervisor, cleaning assistant etc.)

You can find more information about this in the COMM Collection '[Integrating the gender perspective in federal communication](#)' and the accompanying [checklist](#) (*only available in Dutch and French*).



3. Defining the contract

The first step in developing a public procurement contract is, of course, to define what it is intended to achieve. What **goals** are being pursued and what **result** is being targeted at the endpoint? Already during this initial step it is necessary to reflect on whether the contract has a gender perspective. What is the ultimate target audience of the performance of this contract and does it consist of both women and men? Are there differences in situation between those women and men? By analysing the statistics about the target audience by sex, such differences can often be made visible. The [‘gender perspective’ checklist](#) can help in determining whether or not a contract has a gender perspective.

If the contract really does involve an area where there are **differences in situation between women and men**, a request to take this into account should ideally be included in the aims of the contract. The result will be a contract that helps to promote equality of women and men and will be implemented as efficiently as possible for the widest possible target group. Referring to the importance of gender even in the title of the contract (gender-sensitive X, Y who takes the gender perspective into account etc.) indicates very explicitly that integration of the gender perspective is an integral part of the object of the contract.

Once this has been done, it also becomes possible and relevant to integrate the gender perspective in the **remaining steps** in the procedure: inclusion of the gender perspective in a possible market study (see [II. 4. Prior market study](#)), indicating the importance of the gender perspective in the description of the contract (see [II.5. Description of the contract](#)) and the inclusion of relevant references to gender in the award criteria (see [II.6. Award criteria](#)) and contract performance conditions (see [II.7. Contract performance conditions](#)).

Example: integration of the gender perspective in the definition of the contract

When defining a **research contract on mobility** in the Belgian population, it may be decided that the aim will be to study, by means of a literature study and focus groups, the obstacles faced by Belgian citizens of working age in the context of mobility. If the aim is to have a sufficiently robust and high-quality research outcome that can also help to promote equality, it may be decided that it is definitely also necessary to look at possible differences between women and men (the gender perspective) in relation to mobility. That is because men more often make a straightforward journey (from home to work) while that of women often consists of a succession of shorter steps (home-school-work-shop-school-home). Women are



also considered to use public transport more often. The analysis of possible differences between women and men can therefore be included as one of the aims of the study. The title of the study may also refer to the importance of gender.

Example: integration of the gender perspective in defining a public procurement contract in the area of mobility

It has been decided to carry out a 'gender-sensitive study of obstacles to mobility'. The aim is to study, through a literature study and focus groups, what obstacles are experienced by Belgian citizens of working age in the context of mobility. Identifying and analysing possible differences between women and men is also part of the aims of the study.

4. Preliminary market study

The purpose of the preliminary market study is to obtain a **clearer picture** of what products and services are available so that when drafting the specifications it is possible to take into account what can actually be offered. If such a market study is carried out, this is an excellent opportunity to assess whether there are differences between women and men (the gender perspective) within the area of the contract that should be taken into account. When exchanging information with specific players in the market, it is already possible to probe to see whether they are aware of relevant differences between women and men in the context of the contract or whether they have ideas about how this can be taken into account during performance of the contract. It may also help to request that data about groups of people should always be disaggregated by sex.

The information that is gathered may help to influence the definition of the contract (see [II.3. Defining the contract](#)) and **help the contracting authority to decide** whether or not to integrate the gender perspective in the specifications. Another advantage is that the interlocutors are thus also made aware of the importance of taking possible differences between women and men into account in their actions.

Attention: it should be remembered that the gender perspective is an aspect that is often ignored. The fact that the legislature has found it necessary to legally define that attention has to be paid to the gender perspective in public procurement contracts, indicates that it assumes that in the performance of public procurement contracts **the gender perspective is not yet**



receiving enough attention. So the government has been given the important role of encouraging contractors to take this dimension into account more. If the object of the contract lends itself to paying attention to the gender perspective, it is recommended to do this in the specifications, even if the market study does not directly provide any concrete suggestions for this.

Example: integration of the gender perspective in market research

In a preliminary market study for a contract to **set up and carry out a survey on energy consumption** in Belgian society, information can be gathered when preparing the specifications on the type of survey that is best suited to the subject (online, face to face etc.), what technical requirements can be imposed for studies and within what period all the steps in the study can be completed.

It is also possible to ask whether the actors consulted are aware whether there are differences between women and men in the area of the study (this is the case: women seem more willing to reduce their energy consumption, men have more decision-making power in the area of energy consumption etc.) and whether sex as a variable may be important in terms of the actual questioning (this is the case: it is best to ensure that the sample is representative of the Belgian population).

Example: questions about the gender perspective in the market study for a survey on energy consumption

Are there relevant differences between women and men in the area of energy consumption and is it possible to ask in the specifications for these to be taken into account when setting up and processing the survey? Are sex-disaggregated statistics or gender analyses available in this area?

Can requirements be included in the specifications to ensure that there are enough respondents of both sexes to ensure the representativeness of the results?

5. Describing the contract

Ideally the description of the contract in the specifications and/or preliminary announcements should **state explicitly** that taking into account possible differences between women and men



(the gender perspective) forms an integral part of the aims of the contract and that whoever is selected to perform the contract is expected to take the gender perspective into account during the performance of the contract. Reference can be made here, inter alia, to the ‘law on *gender mainstreaming*’ of 12 January 2007.

Standard text: integration of the gender perspective in the description of the contract

Pursuant to art. 3, 3° of the ‘law on *gender mainstreaming*’ of 12 January 2007 all government contracts must take into account possible differences between women and men (the gender perspective). The contractor must analyse whether there are possible differences between women and men within the area to which the contract relates. During the performance of the contract any differences that are observed must then be taken into account.

As indicated in point [II.3. Defining the contract](#), this can be underlined by already referring to the importance of the gender perspective in the **title of the contract**. Depending on the type of contract (study, survey, communication etc.), it can also be specified exactly what is expected (see also [II.7. Contract performance conditions](#)).

If **information** (statistics, differences in the situation of women and men etc.) is already available in relation to the gender perspective in the area of the contract, this can be mentioned or referred to in the specifications (website, brochure etc.).

Example: integration of the gender perspective in the description of the contract

In the description of a contract for an **awareness raising campaign on drug use**, as well as clarifying the target audience, the medium to be used and the subject for the campaign, it can also be stated that the campaign must be developed in a way that takes into account possible differences in situation between women and men (the gender perspective). Women and men do not usually take the same drugs to the same extent and the cause of drug use may also differ between the sexes. Integration of the gender perspective should result in the campaign bringing about a fall in drug use among both women and men. This will help to promote equality of women and men and help the message of the campaign to be taken up by a wider audience, resulting in more efficient use of the budget for the contract. The title of the contract can be altered to ‘gender-sensitive awareness raising campaign around drug use’.



Example: integration of the gender perspective in the description of the contract for an awareness raising campaign about drug use

Pursuant to art. 3, 3° of the 'law on gender mainstreaming' of 12 January 2007 all government contracts must take into account possible differences between women and men. The goal of this gender-sensitive campaign is to reduce drug use among both sexes. The contractors must analyse whether in relation to drug use there are differences between women and men within the target group for the campaign. That is because women have been found to mostly take painkillers and sedatives, while men tend to consume alcohol and hallucinogens. The reasons for starting to use drugs also show differences on the basis of sex. When developing the campaign it is necessary to take into account possible differences that are observed so that the campaign represents the situation of both sexes and appeals to both women and men. Gender stereotypes and campaign material that could be viewed as hurtful or humiliating by either of the sexes must be avoided at all costs. Contractors are advised to make use of COMM Collection no. 25 '[Integrating the gender perspective in federal communication](#)' and the accompanying [checklist](#).

6. Award criteria

Article 81 of the 'law on public procurement contracts' states that the contract must be awarded to the "**most economically advantageous tender**". The article further clarifies that this is determined on the basis of the price, costs, and "the best relationship between price and quality, which is determined on the basis of the price or costs, and also criteria such as quality, environmental and/or social aspects related to the object of the contract in question." The criteria that are specifically mentioned are: quality (including **social, environmental and innovative characteristics**), the organisation, qualification and experience of those performing the contract and customer services and technical support, as well as delivery conditions. The criteria must be mentioned when announcing an invitation to tender or in any other document about the contract.

The integration of the gender perspective is therefore not stipulated in the legislation as a separate award criterion, but paying attention to the gender perspective may **form part of other award criteria** as long as this is linked to the object of the contract and contributes towards the choice of the economically most beneficial offer (here the relationship between



price and quality must be considered, not the price alone). The criterion of ‘quality’ in particular lends itself to the inclusion of social aspects such as the gender perspective. In some cases this can also be included under ‘the qualification and experience of the staff’.

Where possible, an attempt should therefore be made to ensure that the gender perspective is included within the award criteria and to state this clearly in the specifications.

6.1. The criterion of ‘quality’

The explanatory memorandum to the ‘law on public procurement contracts’ gives the following clarification of article 80 (which ultimately became article 81): “The criterion of the best relationship between price and quality comprises the price or costs and also other criteria including **quality, environmental and/or social aspects** that are related to the object of the contract involved. This means that the criteria may include one or another or all three of the above-mentioned aspects.”

The ‘quality’ criterion often includes elements that evaluate the **way** the contract is performed (the methodology used, the proposed structure etc.). Taking into account possible differences between women and men can be included as a separate sub-criterion with a separate score, or integrated in one of the other sub-criteria used (for example methodology). In the latter case there is no obligation to give separate marks for integrating the gender perspective, but those tenderers who pay attention to the gender perspective in their proposals can still be rewarded. Taking into account differences between women and men can improve quality because an end result that takes into account the situation and needs of both sexes leads to increased **effectiveness** (the result is achieved for a larger proportion of the target audience) and **efficiency** (a larger target audience is reached with the same resources).

Example: integration of the gender perspective under the criterion of ‘quality’

In the award criteria for **developing screening and selection tests** in the context of recruitment, it can be indicated that when evaluating the quality of the proposal not only the insight into the contract and the presentation of the methodology should be considered, but the extent to which the proposal takes into account possible differences between women and men (the gender perspective) should also be taken into account. One first important question is a balanced selection of the skills that are to be tested. The gender differences created and maintained by our society entail that certain skills are generally more encouraged in boys and



men (ambition, assertiveness etc.) and others in girls and women (empathy, collaboration etc.). Although there is a growing awareness that both types of skills are important in the workplace, due to tradition and the custom of copying what already exists, more attention is still focused on male skills. Secondly, testing of the chosen skills also has to be done in an objective way. For example, this must not be influenced by the knowledge or interests that tend to be present among men or among women (e.g. testing verbal reasoning skills using football analogies or cooking analogies). It is also necessary to look for a balance between different types of tests, since men traditionally score better in multiple choice tests and women in essay questions. Finally, the representation of women and men in simulations or sample texts must not be stereotyped (men competent and ambitious, women always focused on the family).

So if the aim is to ensure a sufficiently robust, high quality, objective result which does not unconsciously disadvantage one of the sexes, it is justifiable to include the integration of the gender perspective in the criteria used to determine which proposal is best for the contract. This can be done by including a separate sub-criterion (example 1) which is also assigned its own score. Or the gender perspective can be included under a different sub-criterion (example 2). In this case attention for the gender perspective is taken into account when determining the overall result for that sub-criterion (example 2).

Example 1: separate sub-criterion concerning the integration of the gender perspective for a contract on developing screening and selection tests

1. The quality offered (50%).

The quality will be evaluated based on the following criteria:

- (a) A detailed presentation of the proposal, showing evidence of insight into the contract, the context and the results to be achieved (15%);*
- (b) Presentation of the methodology: setting out the method that will be used to achieve the intended goal (20%);*
- (c) **Integration of the gender perspective: setting out how possible differences between women and men in the area of the contract will be identified and how these will be taken into account (5%);***
- (d) The work plan: setting out the various phases of the work, and an indicative calendar (10%).*

2. *The qualifications of the team (20%).*

The qualifications of the team will be evaluated on the basis of experience, to be demonstrated e.g. using CVs and contracts completed by the team in the area of the contract.

3. *The price (30%).*

The price will be evaluated on the basis of the bid price in comparison with the competing candidates.

Example 2: sub-criterion with addition of ‘integration of the gender perspective’ for a contract on developing screening and selection tests

1. *The quality offered (50%).*

The quality will be evaluated based on the following criteria:

(a) A detailed presentation of the proposal, showing evidence of insight into the contract, the context and the results to be achieved (15%);

*(b) Presentation of the methodology: setting out the method that will be used to achieve the intended goal, paying special attention to the applicability of the methodology to the federal bilingual context and to the way in which **possible differences between women and men in the area of the contract will be identified and how these will be taken into account** (25%);*

(c) The work plan: setting out the various phases of the work, and an indicative calendar (10%).

2. *The qualifications of the team (20%).*

The qualifications of the team will be evaluated on the basis of experience, to be demonstrated e.g. using CVs and contracts completed by the team in the area of the contract.

3. *The price (30%).*

The price will be evaluated on the basis of the bid price in comparison with the competing candidates.

6.2. The criterion ‘qualifications of the person(s) delivering the contract’

The explanation of article 80 (which ultimately became article 81) of the explanatory memorandum clarifies this point: “*When the **quality of the staff** is decisive for the level of performance of the contract, the contracting authorities may use the organisation, qualification and experience of the personnel involved in delivering the contract as an award criterion, since this can influence the quality of contract performance and consequently also the economic value of the tender.*”

In some cases the gender perspective can be included in the criterion relating to organisation, qualification and experience by asking about **knowledge of the gender perspective** within the area of the contract. A separate sub-criterion with its own score may be added for this, or a reference to knowledge of the gender perspective can be added to a general criterion relating to organisation, qualification and experience of the team.

Good knowledge of the target audience is often an advantage during the performance of a contract. **Expertise** in relation to differences between women and men in the area of the contract can often provide added value, since this can ensure better integration of the gender perspective and can lead to greater equality and more efficiency. If integration of the gender perspective is included as one of the goals of the contract (see [II.3. Defining the contract](#) and [II.5. Description of the contract](#)) and under the ‘quality’ award criterion, it is requested to take the gender perspective into account (see [II.6.1. The criterion of ‘quality’](#)); it is important for the team performing the contract to be able to demonstrate that it has the necessary capabilities in this area.

Example: knowledge of the gender perspective under the criterion ‘qualifications of the team’

For a **contract concerning consultancy on the promotion of entrepreneurship** it is important to be able to award the contract to people with sufficient knowledge and experience in the area of entrepreneurship. In that case the addition of an award criterion relating to the organisation, qualifications and experience of the staff is certainly an option. Furthermore, entrepreneurship is an area in which considerable differences between women and men (the gender perspective) still exist: there are fewer female self-employed people in Belgium, they employ fewer staff than their male counterparts, they borrow smaller amounts



on average and they have a lower probability of going bankrupt.

So value may be added if, in the award criteria on the suitability of the staff performing the contract, questions are also asked about knowledge of the gender perspective. This is certainly the case if it is clearly indicated in the description of the contract that differences between female and male entrepreneurs have to be taken into account when issuing the advice.

A separate sub-criterion (example 1) can be added or the criterion concerning the qualifications of the person(s) performing the contract can be expanded to include 'knowledge about the gender perspective' (example 2).

Example 1: separate sub-criterion about knowledge of the gender perspective for a consultancy contract

1. *The quality offered (40%).*

The quality will be evaluated based on the following criteria:

- (a) A detailed presentation of the proposal, showing evidence of insight into the contract, the context and the results to be achieved (20%);*
- (b) Integration of the gender perspective: explanation of how it will be considered whether differences exist between women and men and how possible differences will be taken into account (5%);*
- (c) The work plan: setting out the various phases of the work, and an indicative calendar (15%).*

2. *The qualifications of the person(s) performing the contract (30%).*

The qualifications of the person(s) performing the contract will be evaluated based on the following criteria:

- (a) Experience in the area of the contract, to be demonstrated e.g. via CVs and publications, of the person(s) performing the contract (25%);*
- (b) **The team's knowledge of possible differences between women and men in the area of the contract (5%).***

3. *The price (30%).*

The price will be evaluated on the basis of the bid price in comparison with the competing candidates.

Example 2: sub-criterion with addition of 'knowledge of the gender perspective' for a consultancy contract

1. *The quality offered (40%).*

The quality will be evaluated based on the following criteria:

(a) Presentation of the methodology: setting out the method that will be used to achieve the intended aim, applicability of the methodology to the federal context and how it will be considered whether possible differences exist between women and men in the area of the contract and how these will be taken into account (25%);

(b) The work plan: setting out the various phases of the work, and an indicative calendar (15%).

2. *The qualifications of the person(s) performing the contract (30%).*

*The qualifications of the person(s) performing the contract will be evaluated on the basis of experience, demonstrated via CVs and publications, in the area of the contract and **knowledge about possible differences between women and men within the area of the contract.***

3. *The price (30%).*

The price will be evaluated on the basis of the bid price in comparison with the competing candidates.

7. Contract performance conditions

The contract performance conditions define certain **expectations** in relation to the way the contract should be performed. Article 87 of the 'law on public procurement contracts' states: "These conditions may relate to economic, innovation-related, environmental, social or labour-related considerations." The contract performance conditions can therefore be used to ensure that possible differences between women and men (the gender perspective) are taken into account at all times during contract performance. In this way the contracting authority can ensure that regardless of which persons are chosen to perform the contract, the contract will be performed in a way that contributes towards the equality of women and men. These conditions must be related to the object of the contract and explicitly mentioned in the specifications. They must not be hidden selection or award criteria. The contract performance conditions must be written in such a way that they can be met at the time when the contract is

performed by everyone who may be selected to perform the contract: it must be possible for all contractors to meet them, but this does not have to be evaluated at the time of selection or award. Refusal to accept a specific performance condition may lead to rejection of the tender because it is not in accordance with the specifications.

A few **examples** are provided below of contract performance conditions that can be mentioned in the specifications to reinforce the integration of the gender perspective during performance of the contract.

7.1. Communication

The government should serve as an example in the area of **combating stereotypes and promoting the creation of positive images**. It is also important that the government should connect with the situation of both women and men in its own communication, if it wishes to reach the widest possible target audience. The same self-evidently applies to contracts that are financed by the government. The contractor can therefore be asked to ensure that all communication is made gender-sensitive. This can be requested both for contracts specifically in the area of communication (e.g. developing a campaign) and for communication in the context of a general contract (e.g. call for candidates for a focus group in the framework of a research contract).

Standard text: gender-sensitive communication

All communication in the framework of performance of the contract must counter gender stereotyping through its message, images and language, and must take into account differences in the situation of women and men in the target audience. The person performing the contract should use COMM Collection no. 25 '[Integrating the gender perspective in federal communication](#)' and the accompanying [checklist](#).

7.2. Statistics

Sex disaggregated statistics and indicators form the basis for the integration of the gender perspective in policy. Based on this information, differences in situation between women and



men can be made visible. For this reason, article 4 of the ‘law on *gender mainstreaming*’ explicitly states that the government must disaggregate all statistics it produces, collects, or also orders, by sex. It is therefore important for persons performing public procurement contracts to know that they have to carry out this disaggregation. Ideally, when analysing the information, sex should also be considered as a variable and it should be explicitly stated whether the differences between women and men are relevant or not.

Standard text: analysis of statistics by sex

All statistical data about individuals that are collected, produced and/or ordered in the context of the contract should be disaggregated by sex and a gender analysis should be carried out on these data.

7.3. *Sample*

When a **sample** is taken of a particular target group (e.g. for surveys, empirical research or focus groups) it is best to make sure that it is representative of the group being represented, in terms of sex. This is intended to ensure that the information obtained gives a correct picture of the differences in situation between women and men within the intended target group.

Standard text: samples

When taking the sample, an attempt should be made to ensure that women and men are included in a way that is representative of the target group being analysed, so that the specific situation of both sexes can be taken into account.

7.4. *Recommendations*

If **recommendations** are requested in the framework of the contract, an express request can be made to pay attention to the gender perspective when making the recommendations. In this way it is possible to avoid gender-blind recommendations being made, leaving the contracting authority to look for information subsequently on possible differences between women and men.



Standard text: recommendations

The recommendations should indicate whether relevant differences exist between women and men (the gender perspective) within the area of the contract and how best to take these into account.

**PART III: CONSIDERATION OF
THE EQUALITY OF WOMEN AND
MEN IN THE CONTEXT OF
PUBLIC PROCUREMENT
CONTRACTS**



1. Introduction

This part sets out how the equality of women and men can be promoted **within organisations, companies, teams** etc. that wish to take part in public procurement contracts. The focus here is on two aspects: on the one hand a description of how to counter discrimination based on sex via the grounds for exclusion for all candidates and tenderers and on the other hand the specific cases where the representation of both women and men among those performing the contract can be assured via award criteria and contract performance conditions.

In contrast to [part II](#), the focus here is not on the content of the contract but on **those performing the contract**. This also means that the application of the principles below is subject to certain restrictions: a government department has more control over the content of the task that it wishes to carry out, but when it comes to promoting the presence of one of the two sexes among those performing the contract it must be ensured that this does not result in unequal treatment of candidates and tenderers. It is also important that the criteria and conditions relating to the promotion of equality for women and men should be linked to the object of the contract and should not be disproportionate.

2. General comment: use of language

In order to promote the equality of women and men among those performing the contract, it is necessary to ensure that at all steps in the adjudication procedure **the most inclusive possible language** is used, in a way that refers to both sexes (he/she, researcher (f/m), etc.). This makes contractors aware that their team or recruitment pool can be composed of both women and men.

Language that seems to exclude one of the two sexes from the target group (cleaning lady, maintenance man etc.) should be avoided in all cases. If it is not possible to refer to both sexes, it is best to find a **neutral term** (cleaning assistant, maintenance assistant etc.)

You can find more information about this in the COMM Collection ‘[Integrating the gender perspective in federal communication](#)’ and the accompanying [checklist](#) (*only available in Dutch and French*).



3. Preliminary market study

The purpose of the preliminary market study is to obtain a **clearer picture** of what products and services are available so that when drafting the specifications it is possible to take into account what can actually be offered and to avoid imposing conditions that no-one is able to meet. A market study of this kind is therefore an essential tool in order to consider whether steps can be taken to ensure that both sexes are included among those performing the contract. Are enough men and women available within the group from which the team of persons performing the contract is taken? Does the representation of both women and men provide added value for the performance of the contract? Based on the information that is obtained, it can then be considered whether requirements can be included in the specifications concerning the presence of both women and men.

Example: attention to the representation of women and men in a market study

In a preliminary market study for a **contract to supply security staff** it is possible to gather general information on the minimum qualifications that can be required for both male and female guards or the minimum logistical support that the security firm must be able to provide. During the market study it can also be considered whether it is useful to ask for both female and male guards (this may be the case if body searches could take place, since they have to be done by a person of the same sex) and approximately how many female and male security agents are working in Belgium, so that impossible demands are not imposed for a possible minimum representation of each sex in the team.

Example: questions on the participation of women and men in the market study for a contract for the supply of security staff

What are the tasks of the security staff and could it be important for one person of each sex to be present when carrying out those tasks? What is the general ratio of the number of women and men among security staff in Belgium? What minimum percentage for the inclusion of each sex can be imposed without creating excessive difficulty for tenderers in recruiting their team?

4. Grounds for exclusion

The ‘law on public procurement contracts’ states in article 7 that entrepreneurs wishing to participate in public procurement contracts must comply with **all obligations related to environmental, social and employment law** that exist both internationally and nationally. Article 69 clarifies that the contracting authority can exclude a candidate or tenderer if they have failed to meet their obligations under environmental, social and employment law. This means that tenderers or candidates who have been found guilty of discrimination on the basis of sex or on the basis of other social legislation relating to the equality of women and men can be excluded from participation for a period of three years.

It is important to clearly mention this ground for exclusion in the contract announcement or specifications. Reference can be made here to a list of relevant social laws concerning the equality of women and men, which can be added to the specifications as an annex (see list in [Annex 1](#)).

Standard text: breaches of social legislation

If the contracting authority observes a breach of environmental, employment or social legislation, including legislation concerning the equality of women and men (see Annex XX to these specifications) then it may, at any time during the procedure, impose an exclusion. Said exclusion from participation is only applicable for a period of three years from the date of the event in question or, in case of a continuing breach, from the end of the breach.

The contracting authority can only impose an effective exclusion if it can demonstrate “by any suitable means” that the candidate or tenderer has committed a breach of the social legislation. This will also not be a compulsory exclusion, since the **penalty must be proportionate based on the seriousness of the observed fault**. Contracting authorities are, however, asked to pay sufficient attention to breaches in relation to the equality of women and men. If the candidate or tenderer demonstrates that measures have been taken to correct the breach in relation to the equality of women and men (as stated in article 70 of the ‘law on public procurement contracts’) then it is up to the contracting authority to analyse these carefully and make sure that they are adequate.

In addition, **mentioning the possibility of exclusion** is important from a preventive point of view. Companies that regularly participate in public procurement contracts will get the



message that not respecting the equality of women and men leads to a risk of missing out on public procurement contracts. Furthermore, this should result in greater equality between tenderers and candidates: companies that do not comply with social legislation and do not, for example, make sure they provide equal pay to women and men for equivalent work, have an unfair competitive advantage over companies that do so.

5. Award criteria

In accordance with article 81 of the ‘law on public procurement contracts’ the contract must be awarded to the “**most economically beneficial tender**”, determined on the basis of the price, costs and best relationship between price and quality. In terms of the last of these, it is clarified that this may include quality-related, environmental and/or **social aspects**, which are related to the object of the contract in question. The law explicitly mentions the quality, organisation, qualifications and experience of the personnel and customer service, technical support and delivery conditions as criteria. The criteria must be mentioned when announcing an invitation to tender or in any other document about the contract.

The **presence of both women and men** in the team of persons performing the contract is not mentioned by the legislation as a separate award criterion. If, however, the representation of both sexes is related to the object of the contract and represents clear added value, this can be included in the criteria for organisation, qualifications and experience of the staff who will perform the contract. This point can be mentioned in the criteria relating to the qualifications of the staff or included as a separate sub-criterion with its own score.

In certain cases, within the framework of the object of the contract, it may represent a clear **added value** for the team of persons performing the contract to include both women and men. The presence of researchers of both sexes may, for example, be important when conducting face to face interviews about sensitive or personal subjects (sexual health, sexual violence, domestic violence) or among certain groups (there is reticence in some communities about contact with strangers of the opposite sex). By ensuring that the person being questioned is interviewed by a person of the sex of his or her choice, the persons being questioned feel more at ease and are more likely to give their consent to participate and answer more honestly, leading to more accurate results. In these specific cases, a mixed team therefore offers economic added value. Where there are entry checks it may also be important for both

women and men to be included in the team because a body search can only be carried out by security staff of the same sex as the person being searched.

Example: representation of women and men under the criterion ‘qualifications of the staff’

In a **survey among asylum seekers about their reception before, during and after their request for asylum**, it is important that both women and men should be questioned since each have their own specific needs and are in a specific situation which must be taken into account. Some asylum seekers, especially if they have only just arrived in Belgium, may, due to customs in their country of origin, be reticent about the possibility that a woman will be individually interviewed by a man or conversely they may feel uneasy about a man being expected to answer questions put to him by a woman. For people requesting asylum on the basis of gender-related elements (rape, genital mutilation etc.) it may also be important for them to be questioned by a person of the same sex. The presence of both women and men can be included as a separate sub-criterion (example 1) or this element can be added to the criterion relating to the qualifications of those performing the contract (example 2).

Example 1: separate sub-criterion about the presence of women and men for a survey

1. *The quality offered (40%).*

The quality will be evaluated based on the following criteria:

- (a) A detailed presentation of the proposal, showing evidence of insight into the contract, the context and the results to be achieved (20%);*
- (b) Integration of the gender perspective: explanation of how it will be considered whether differences exist between women and men and how possible differences will be taken into account (5%);*
- (c) The work plan: setting out the various phases of the work, and an indicative calendar (15%).*

2. *The qualifications of the person(s) performing the contract (30%).*

The qualifications of the person(s) performing the contract will be evaluated based on the following criteria:

- (a) Experience in the area of the contract, to be demonstrated e.g. via CVs and publications, of the person(s) performing the contract (25%);*

(b) The presence of both women and men, demonstrated by means of the sex-disaggregated composition of the team (5%).

3. *The price (30%).*

The price will be evaluated on the basis of the bid price in comparison with the competing candidates.

Example 2: sub-criterion with the addition of 'presence of women and men' for a survey

1. *The quality offered (40%).*

The quality will be evaluated based on the following criteria:

(a) Presentation of the methodology: setting out the method that will be used to achieve the intended aim, applicability of the methodology to the federal context and how it will be considered whether possible differences exist between women and men in the area of the contract and how these will be taken into account (25%);

(b) The work plan: setting out the various phases of the work, and an indicative calendar (15%).

2. *The qualifications of the person(s) performing the contract (30%).*

*The qualifications of the person(s) performing the contract will be evaluated on the basis of experience, demonstrated through CVs and publications, in the area of the contract and **the presence of both women and men, demonstrated by means of the sex-disaggregated composition of the team.***

3. *The price (30%).*

The price will be evaluated on the basis of the bid price in comparison with the competing candidates.

6. Contract performance conditions

The contract performance conditions clarify the **requirements** which the contractor must meet when performing the contract. This applies to all tenderers who are ultimately awarded the contract. These conditions do not yet have to be met at the time of tendering but refusal to accept a specific performance condition may lead to rejection of the bid because it is not in accordance with the specifications.



Art. 87 of the ‘law on public procurement contracts’ stipulates that the contracting authority may link special conditions to performance of a contract, if those conditions are related to the object of the contract and mentioned in the announcement of a contract or in the contract documents. It is also explicitly stated that these may be related to **social or labour-related considerations**. Contrary to article 40 of the law on public procurement contracts of 15 June 2006, the law of 2016 no longer lists the aims that can be pursued, creating increased policy scope. The explanation of article 86 (which ultimately became article 87) of the explanatory memorandum does clarify that the conditions may relate to “measures to promote the equality of men and women at work, higher labour market participation by women and combining work and private life” and to “the obligation to comply with the provisions of the International Labour Organisation conventions”.

The specifications may, therefore, refer to compliance with **various International Labour Organisation conventions** (such as the one on discrimination at work and in professions, and the one on equal pay). [Annex 2](#) contains the list of conventions that are included in Annex 2 of the ‘law on public procurement contracts’ and which are already regularly included in specifications.

In addition, other **specific conditions** may also be included that reinforce the equality of women and men. Here it is best to check during the market study whether the conditions are feasible in practice (see point [III.3.Preliminary market study](#) above). A few examples are provided below of contract performance conditions that could strengthen the equality of women and men among those performing the contract.

6.1. Measures to promote the equality of women and men

Tenderers can be asked to **take measures to promote the equality of women and men** among those performing the contract. Such measures may take different concrete forms. The organisation can develop a diversity policy indicating that equality of women and men is an essential element of the contract and that equal treatment of women and men will be monitored during recruitment, promotion and staff training. An action plan can also be drawn up (possibly after a needs analysis) proposing specific measures for those situations where the equality of women and men within the team of persons performing the contract has not yet been achieved. Another option is to appoint a person responsible for monitoring the equality of women and men in the framework of the contract.



Standard text: measures to promote equality

The contractor will take measures to promote the equality of women and men within the framework of performance of the contract. These measures may include developing a policy to promote the equality of women and men within the team of persons performing the contract, drawing up an action plan to counter existing inequalities or appointing a person responsible for monitoring equality in the framework of the contract.

6.2. *Composition of the team*

In terms of the composition of the team, conditions may also be imposed concerning the **presence of both women and men**. This is intended to counter the under-representation of women and men in certain sectors. The contracting authority can request equal representation, which means efforts need to be done to achieve a 50/50 distribution, a proportional representation similar to the ratio between women and men in the recruitment group, or a minimal representation, whereby at least one person of each sex has to be present. It is important to ensure that unrealistic demands are not made and that the requested representation of both sexes is in line with their representation in the sector of the contract.

Standard text: composition of the team

In the composition of the team of persons performing the contract, efforts will be made to achieve an equal/proportional/minimal representation of both sexes.

6.3. *Consultations*

If, in the framework of the contract, **external persons** are consulted (experts, people with relevant experience, steering committee etc.) it may be requested to strive for both sexes to be represented. This increases the visibility of both sexes and promotes the image that both women and men can be experts. Such measures also promote the diversity of situations and perspectives that are considered.

Standard text: consultations

The contractor must ensure that both sexes are represented in the group of persons who are consulted in the framework of the contract (experts, people with relevant experience, steering committee etc.).

6.4. Events

To promote the equality of women and men it is important for both women and men to have the chance to act as an expert. The **organisation of events** is the ideal opportunity to work towards this. Study days, seminars, debates etc. in which the speakers are all persons of the same sex must be avoided. If the event is organised in the framework of a public procurement contract, the contractor can be asked to pay special attention to this aspect.

Standard text: events

When organising events it is necessary to ensure that both sexes are represented among the speakers.

ANNEXES



Annex 1: social legislation relating to the equality of women and men in Belgium

1. General legislation

- Articles 10, 11, 11bis and 23 of the Constitution
- Art. 45 paragraph one of the law of 27 June 1969 revising the Legislative Decree of 28 December 1944 concerning social security of blue-collar workers (B.O.J., 25-07-1969)
- Law of 4 August 1978 on economic reorientation (B.O.J., 17-08-1978)
- Royal Decree of 8 February 1979 establishing the cases in which mention can be made of the sex in the conditions for admittance to a job or a professional activity (B.O.J., 16-02-1979)
- Collective Labour Agreement no. 95 of 10 October 2008 on equal treatment during all stages of the employment relationship, made binding by the Royal Decree of 11 January 2009 (B.O.J., 4-02-2009)
- Law of 10 May 2007 establishing measures combating discrimination between women and men (B.O.J., 30-05-2007)
- Law of 10 May 2007 concerning transsexuality (B.O.J., 11-07-2007), amended by the law of 22 May 2014 (B.O.J., 24-07-2014)
- Law of 22 May 2014 to combat sexism in public spaces and amending the law of 10 May 2007 establishing measures combating discrimination to make the offence of discrimination punishable (B.O.J., 24-07-2014)

2. Equal pay

- Law of 12 April 1965 on the protection of employees' remuneration (B.O.J., 30-04-1965)
- Collective Labour Agreement no. 25 of 15 October 1975, concluded in the National Labour Council, on equal pay for male and female employees, made binding by the Royal Decree of 9 December 1975 (B.O.J., 25-12-1975) and amended by Collective Labour Agreement no. 25bis of 19 December 2001 (made binding by the Royal Decree of 4 February 2002 (B.O.J., 12-03-2002)), itself amended by the Collective Labour Agreement no. 25ter of 9 July 2008

(made binding by the Royal Decree of 28 September 2008 (B.O.J., 14-10-2008))

- Royal Decree of 16 April 1998 implementing the law of 17 February 1997 on night work (B.O.J., 24-04-1998)
- Law of 22 April 2012 concerning transsexuality (B.O.J., 28-08-2012), amended by the law of 12 July 2013 (B.O.J., 26-07-2013)
 - Royal Decree of 17 August 2013 implementing chapter 4, section 2 of the law of 2 April 2012 to combat the pay gap between men and women (B.O.J., 02-09-2013)
- Royal Decree of 25 April 2014 implementing chapter 4, section 2 of the law of 2 April 2012 to combat the pay gap between men and women (B.O.J., 21-05-2014)
- Royal Decree of 25 April 2014 on the analysis report of the pay structure of employees (B.O.J., 2014-05-15)

3. Measures to reconcile work and family life

- Law of 3 July 1978 on economic reorientation (B.O.J., 22-08-1978; errata 30-08-1978), in particular articles 30, 30bis and 30ter concerning leave
- Royal Decree of 28 August 1963 on the maintenance of normal pay for days off work on the occasion of family events or the fulfilment of obligations as a citizen or civic duties (B.O.J., 11-09-1963), amended by the Royal Decree of 9 January 2000 (B.O.J., 02-02-2000)
- Collective labour agreement no. 45 of 19 December 1989 on the introduction of leave for compelling reasons, declared generally binding by the Royal Decree of 6 March 1990 (B.O.J., 21-03-1990)
- Recovery law of 22 January 1985 on social provisions (B.O.J., 24-01-1985) and the following implementation measures, amended by:
 - Royal Decree of 10 August 2005 on the list of courses eligible for the award of paid educational leave (B.O.J., 05-09-2005)
 - Royal Decree of 1 September 2006 amending certain provisions concerning the award of paid educational leave (B.O.J., 07-09-2006), itself amended by the Royal Decree of 4 October 2006 (B.O.J., 12-01-2007)
- Programme Law of 22 December 1989 (B.O.J., 30-12-1989)



- Royal Decree of 2 January 1991 on the award of career break benefits (B.O.J., 12-01-1991)
- Royal Decree of 21 December 1992 on exceptions from the minimum weekly working time for part-time employees confirmed by article 11bis of the law of 3 July 1978 on contracts of employment (B.O.J., 30-12-1992)
- Royal Decree of 29 October 1997 introducing the right to parental leave in the context of a career break (B.O.J., 07-11-1997), amended by:
 - Royal Decree of 20 January 1998 (B.O.J., 27-03-1998)
 - Royal Decree of 10 August 1998 (B.O.J., 8-09-1998)
 - Royal Decree of 4 June 1999 (B.O.J., 26-07-1999)
 - Royal Decree of 24 January 2002 (B.O.J., 31-01-2002)
 - Royal Decree of 15 July 2005 (B.O.J., 28-07-2005)
 - Royal Decree of 27 March 2009 (B.O.J., 01-04-2009)
 - Royal Decree of 31 May 2012 (B.O.J., 1-06-2012)
- Royal Decree of 10 August 1998 introducing the right to a career break to support or care for a seriously ill family member (B.O.J., 08-09-1998), amended by the Royal Decree of 10 October 2012 (B.O.J., 22-10-2012)
- Law of 10 August 2001 on reconciling employment and quality of life (B.O.J., 15-09-2001, erratum 9-10-2001)
 - Royal Decree of 12 December 2001 implementing Chapter IV of the law of 10 August 2001 on reconciling work and the quality of life in regard to the system of time credit, career reduction and working time reduction to a half-time employment (B.O.J., 18-12-2001)
- Law of 5 March 2002 concerning the principle of non-discrimination in favour of part-time workers (B.O.J., 13-03-2002; errata B.O.J. 3-04-2002)

4. Protection of employees during pregnancy and maternity

- Labour law of 16 March 1971 (B.O.J., 30-03-1971; errata 12-10-1971) and the subsequent implementation measures amended by the law of 11 June 2011 concerning the protection against dismissal in case of conversion of maternal leave to paternal leave (B.O.J., 20-07-2011)
- Royal Decree of 11 October 1991 establishing more specific rules for the exercising of the entitlement to leave for compelling reasons (B.O.J., 06-12-1991)



- Royal Decree of 17 October 1994 on the conversion of maternity leave into paternity leave in the event of death or hospitalisation of the mother (B.O.J., 09-11-1994; errata B.O.J. 15-12-1994)
- Royal Decree of 2 May 1995 (B.O.J., 18-05-1995) errata B.O.J. 12-10-1995)
- Law coordinated on 14 July 1994 concerning compulsory insurance for medical care and benefits (B.O.J., 27-08-1994), amended by the Law of 27 December 2004 (B.O.J., 31-12-2004) and the Law of 20 July 2006 (B.O.J., 28-07-2006)
- Royal Decree of 3 July 1996 implementing the law on compulsory insurance for medical care and benefits coordinated on 14 July 1994 (B.O.J., 31-07-1996)
- Collective Labour Agreement no. 80 of 27 November 2001, concluded in the National Labour Council, introducing a right to breastfeeding breaks, made binding by the Royal Decree of 21 January 2002 (B.O.J., 12-02-2002) amended by Collective Labour Agreement no. 80bis of 13 October 2010, made binding by the Royal Decree of 5 December 2010 (B.O.J., 20-12-2010)

5. Positive measures, equal opportunity plans and annual report on equal opportunities for women and men

- Royal Decree of 14 July 1987 on measures promoting equal opportunities for men and women in the private sector (B.O.J. 26 August 1987), amended by the Royal Decree of 12 August 1993 (B.O.J., 24-09-1993)

6. Protection against undesired sexual conduct and sexual harassment

- Law of 4 August 1996 on well-being at work (B.O.J. 18 September 1996), amended by the Law of 11 June 2002 (B.O.J., 22-0-2002), the law of 10 January 2007 (B.O.J., 06-06-2007), the law of 28 February 2014 (B.O.J., 28-04-2014) and the law of 28 March 2014 (B.O.J., 28-04-2014)
- Royal Decree of 27 March 1998 concerning policy on health and safety of workers at work (B.O.J., 31-03-1998)

- Royal Decree of 17 May 2007 on the prevention of psychosocial stress caused by work, including violence, harassment and sexual harassment at work (B.O.J., 06-06-2007)
- Royal Decree of 10 April 2014 on the award of career break benefits (B.O.J., 28-04-2014)

7. Supplementary social security benefits

- Law of 28 April 2003 on supplementary pensions and the tax system applicable to these pensions and to certain supplementary social security benefits (B.O.J., 15-05-2003, errata B.O.J., 26-05-2003)

Annex 2: International Labour Organisation (ILO) conventions mentioned in Annex 2 of the ‘law on public procurement contracts’

1. ILO Convention 87 on the freedom of association and protection of the right to organise
2. ILO Convention 98 on the right to organise and collective bargaining
3. ILO Convention 29 on forced labour
4. ILO Convention 105 on the abolition of forced labour
5. ILO Convention 138 on the minimum age
6. ILO Convention 111 on discrimination in employment and occupation
7. ILO Convention 100 on equal remuneration
8. ILO Convention 182 on the worst forms of child labour

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