

Promoting Human Rights and Minority Protection in South East Europe



**PROMOTING HUMAN RIGHTS AND MINORITY PROTECTION
IN SOUTH EAST EUROPE**

2014/AO/36

**Call for Tender for a baseline and final survey of a project on human rights and
minority protection**

Service title:	Carrying out a baseline and final survey in selected municipalities through participatory action research
Location:	Albania, Bosnia and Herzegovina, Croatia, Montenegro, Serbia, “the former Yugoslav Republic of Macedonia” and Kosovo ¹
Project:	Joint EU/CoE Project “Promoting Human Rights and Minority Protection in South East Europe”
Organisation:	Council of Europe Directorate General of Democracy Directorate of Democratic Citizenship and Participation Education Department
Estimated Contract duration:	Until November 2017
Estimated Contract start date:	1 November 2014
Call for tender issued:	15 July 2014
Deadline for bids:	12 September 2014

¹ “This designation is without prejudice to positions on status and is in line with UNSCR 1244 and the ICJ opinion on the Kosovo Declaration of Independence”

I. BACKGROUND INFORMATION ON THE PROJECT

The Joint European Union and Council of Europe (CoE) Project “Promoting Human Rights and Minority Protection in South East Europe” (hereafter referred to as “the Project”) is focused on **improving access to rights for minorities at various levels of government in South East Europe (SEE) based upon Council of Europe’s standards** in this field and in particular based on the Framework Convention for the Protection of National Minorities (FCNM) and the European Charter for Regional or Minority Languages (ECRML).

The Beneficiaries of the Joint Project are Albania, Bosnia and Herzegovina, Croatia, Montenegro and Serbia, “the former Yugoslav Republic of Macedonia” and Kosovo², hereafter referred to as “the Beneficiaries”.

Particular issues of concern in the Beneficiaries, raised by the Advisory Committee (AC) on the FCNM and the Committee of Experts of the ECRML, shall be addressed in order to support Beneficiaries to honour their obligations arising from these treaties.

Three specific objectives will contribute in a complementary manner to achieving the overall objective of improving access to rights for minorities:

- 1) To support **local governments** to enhance **policies** and **capacity** for **implementing recommendations on minority rights in practice** in selected municipalities in the region;
- 2) To **identify** and **share good practices** among the participating municipalities and **develop adaptable models** for use in other municipalities in the South East Europe region;
- 3) To provide support on **legislative and policy changes** at the **central government level** based on evidence from the local level coupled with recommendations from CoE monitoring reports.

Within the **first objective of the project**, the aim is to support selected municipalities in developing **concrete responses to remove barriers to minority rights implementation at local level by supporting thematic grants** coupled with **regular on-site CoE expertise**, both international and local. Thirty-six municipalities in South East Europe), will be selected in an open and transparent procedure based on jointly agreed criteria.

The themes for the projects as identified by the Advisory Committee on the FCNM, Committee of Experts of the ECRML, ECRI as well as the Commissioner for Human Rights will focus on ensuring basic services for minorities. The themes could include the use of minority **languages in public spheres, minority language education, participation at local level, promotion of tolerance, media, culture** etc.

² This designation is without prejudice to positions on status and is in line with UNSCR 1244 and the ICJ opinion on the Kosovo Declaration of Independence.

Representatives of the 36 municipalities will then meet at regional conferences and in workshops on common issues to share both approaches that do and do not work and **consider more structured changes in their respective systems at policy level.**

Upon completion of the project phase in the municipalities, **good practices in the municipalities** will be **identified** and **additional small grants awarded to municipalities which will have demonstrated the greatest level of commitment to overcome barriers for minorities through concrete results.** The Project will then go one step further – **these good practices will be developed into adaptable models that address a specific issue in the minority protection field.** These decontextualized models can be used in other municipalities and indeed in other Beneficiaries.

The third objective of the Project will be carried out in a two-fold manner – on the one hand the CoE will offer throughout the period of Project implementation on an *ad hoc* basis and upon request by the Beneficiaries, **advice to central governments on legislative and/or policies affecting minorities**, that are also in line with recommendations from CoE monitoring mechanisms. These could, for example, include comments on central level legislative acts or advice on minority related strategies. In addition, during the last phase of the Project, the results from the local level, along with recommendations from CoE monitoring mechanisms, will be used to **support central-level governments to address minority protection issues on a more systematic level.**

II. DESCRIPTION OF THE SERVICES EXPECTED:

1. Scope of the services

The Contractor will be responsible for designing and carrying out a regional participatory action research in 36 selected municipalities in seven Project's Beneficiaries in SEE. The research will be carried out at the beginning and at the end of the project.

The research should be carried out through the same methodology, for the same targeted groups and beneficiaries. Moreover, this research will be a tool for ensuring the result-based monitoring approach, which mobilizes the action towards the goal-level results and long-term impact.

When planning the study, the contractor is expected to design and refer to a specific methodological approach based on the provisions of *the Framework Convention for the Protection of National Minorities (FCNM)* and *the European Charter for Regional or Minority Languages (ECRML)*. The provisions of the FCNM and ECRML as outlined in CoE instruments are required to be the foundation for the baseline research (please refer to the document referenced below).³ However, adaptations to the methodology are expected aiming to tailor it to the context of the SEE region and the specific cross-regional action, implementation strategy and expected results of the Project.

The research is expected to look into the holistic approach towards national minority protection, i.e. incentives and barriers in developing mechanisms for human rights and protection of minorities on the grassroots level. In particular, the participatory action research shall be a reflective process of problem solving led by researchers working with practitioners at municipal structures and the persons belonging to national minorities at the grassroots level.

³ http://www.coe.int/t/dg4/monitoring/minorities/1_atglance/fcnm_texts_EN.asp,
http://www.coe.int/t/dg4/education/minlang/textcharter/default_en.asp

The objectives of this consultancy are as follows:

- to tailor the methodology to the needs and context of the region and to target national minority groups and partners (in particular selected municipalities: persons belonging to national minorities, authorities at various levels, Project staff and others), to work with and use the provisions of the FCNM and ERCML;
- to measure level of awareness and information of undertaken international obligations (FCNM, ECRML) and national legislation related to the protection of national minorities in 36 selected municipalities;
- to identify areas for improvement with regard to practices in the field of national minority protection and recommend strategies for intervention through the Project in partnership with the municipalities and/or local stakeholders. The cross-country analysis will be used to inform the beneficiary and during regional level discussions.
- to measure the Project's impact.

2. Requested deliverables

The contractor will be responsible for providing the deliverables and implementing the related activities, directly contributing to the achievement of the objectives described above. The contractor will guarantee the timely provision of all the requested deliverables by ensuring a high quality of both the content and language.

Deliverables will be divided in two phases: Phase One at the start of the Project and Phase Two at the end of the Project.

Phases	Description of deliverables	Estimated Deadline
PHASE ONE (beginning of the Project)	1. Approach and work plan [maximum of 30 pages] submitted to CoE in English language, with: <ul style="list-style-type: none"> ➤ the methodological approach, tool and instruments for carrying out the baseline research based and adapted from the provisions of the FCNM and ECRML. ➤ the outline of the study implementation plan, how it will be managed and coordinated, how quality of the research and reports will be ensured, and how the stakeholders will be involved in the research; a detailed timetable for activities and deliverables will be included. ➤ How the project team is set up and coordinated, including a list of proposed local experts with their CVs. ➤ A detailed draft outline for the report. 	Mid November 2014

	<p>2. Capacity building design/modules based on CoE Expert Committees and Committee of Ministries' recommendations on implementation of the FCNM and ECRML targeting the participatory action research team at municipal level (from 36 selected municipalities) and research team involved in the baseline process.</p> <p>[maximum of 30 pages]</p>	End November 2014
	<p>3. The final analytical, cross-country report [maximum of 60 pages] of the action research and a summary of results per each beneficiary (7 total) submitted to the CoE in the English language. The research report should present:</p> <ul style="list-style-type: none"> ➤ Level of awareness and information of undertaken international obligations (FCNM, ECRML) and national legislation related to the protection of national minorities in 36 selected municipalities; Recommendations and conclusions on possible strategies and practices for selected municipalities in promoting human rights and minority rights protection. 	Draft by early February 2015 and final version by mid-March 2015.
	<p>4. A presentation of findings on common issues and challenges and the team's reflection on what has been learnt during the research process in the beneficiaries which may be relevant to be presented and discussed at a Project's regional meeting. [maximum of 30 pages]</p>	End March 2015
PHASE TWO (end of the Project)	<p>5. A research implementation plan and outline of report. [maximum of 20 pages]</p>	Mid April 2016
	<p>6. A comparative, analytical, cross-country report of the action research (maximum of 60 pages) and a summary of results per country submitted to the CoE in the English language. The research report should present:</p> <ul style="list-style-type: none"> ➤ Comparative analysis of change over time, throughout implementation of the Project; ➤ Record of best practices of minority protection cultures, policies and practices; ➤ Recommendations and conclusions on possible strategies and practices for municipalities and revision of Project strategy in the long-term. 	<p>Draft by early July 2016</p> <p>Final by September 2016</p>

Where appropriate, the successful bidder will have to arrange the necessary assignment or obtain the appropriate licences and authorisations, and pay any fees, royalties or indemnities.

The successful bidder will have to cede to the Council of Europe, on an exclusive basis and for an unlimited period of time all rights in the deliverables supplied. Such rights shall include in particular the right to use, reproduce, represent, publish, adapt, translate and distribute – or to have used, reproduced, represented, published, adapted, translated and distributed - in any country, in any language, in any form and on any kind of support,

including on a CD-ROM or the internet, the deliverables, or any part thereof, submitted by the successful bidder.

The Council of Europe reserves the right to exercise the above-mentioned rights for any purpose falling within its activities.

The successful bidder will have to guarantee that use by the Council of Europe of the deliverables supplied will not infringe the rights of third parties. However, should the Council of Europe incur liability as the result of any such infringement the successful bidder will have to compensate it in full for any damage it may suffer in consequence.

The maximum budget range for this contract is 50 000 - 100 000 Euros.

3. Reporting

Reports should be submitted to the Project Co-ordinator/Team Leader or as indicated in the contract. All deliverables should be submitted for approval.

All communication and publicity materials, promotional items and other deliverables will follow joint EU/CoE visibility guidelines.⁴ More information on the guidelines can be provided by the Secretariat.

III. STRUCTURE OF BIDS

The bid should contain three distinctive parts:

- 1. Technical Proposal
- 2. Profile of the experts
- 3. The financial offer

Part 1 - Technical Proposal

The applicant's offer must demonstrate an understanding of the CoE terms of reference and be presented in a clear and concise language. The technical proposal must include the following information and must be undersigned for acceptance:

- A.** Applicant will propose **a methodology** that is based on the provisions of the FCNM and ECRML, adapted accordingly for meeting the overall and specific objectives and for producing the requested deliverables in high quality. The methodology will specify:
- A conceptual framework, understanding the nature of the assignment
 - A description on how the activities will be carried out, including:
 - approach of participatory action research;
 - organisation of project implementation;
 - work plan and time schedule.
 - An explanation on how quality will be ensured with attention to the specific countries contexts.

⁴ <http://www.coe.int/02/Logo/CoE-Charte-graphique-V2-2014-EN.pdf>

- A summary table of the expertise and experience of the company and the project team members (see point B below), including country experiences and language skills.

The contractor will describe its resources available for this contract in terms of physical infrastructure and contact networks in the relevant sectors in order to implement the contract.

B. Applicant will propose a **research team** (CVs of all team members to be included as annex to the technical proposal) composed of a range of profiles to effectively manage the contract, implement all activities and provide to the CoE the requested deliverables to a high standard within the deadlines stipulated. The applicant will

- nominate a team leader/project coordinator as overall responsible for the final deliverables and a contact person (to act on behalf of the team leader in his/her absence) for day-to-day follow-up of project implementation.
- propose a research team, with representative/s from distinguished research communities from EU or CoE countries and at least one researcher for each of the partner beneficiaries of this project. The roles, responsibilities and specific tasks of each member of the team must be assigned and described. The team members must bring together experience and expertise in the fields of minority protection and training in all areas and levels of the system, as well as expertise in action research, data analysis and excellent writing skills in English. More specifically the requirements for the research team are:
 - proven experience in theoretical and practical developments in the field of social sciences, survey design, sampling techniques and statistical analysis of results, (e.g. examples of previous research projects);
 - knowledge of theories, policies and approaches to combat human rights violations;
 - proven experience in participatory research with the involvement of key stakeholders and target groups;
 - language skills in English as well in the language of the partner countries.

Part 2 - Profile of the experts

The research will be conducted by a multi-cultural team consisting of an experienced lead expert and a research country team from each of the seven Beneficiaries.

Lead expert

The lead expert must have the following profile:

- An advanced university's degree in sociology, applied research or the social sciences;
- Track record of field research on a relevant topic, including qualitative data collection and analysis;
- More than 10 years professional experience with responsibility in research in human and minority rights protection or social area, 5 or more years gained in an

academic or policy environment involving interethnic relations in an international context;

- Competent in mastering the components of comprehensive policy development, planning, implementation and monitoring in all relevant public bodies and agencies involved at central, regional and local levels in the field of minority protection;
- Knowledge of CoE minority rights standards, anti-discrimination policies and equal opportunities;
- Knowledge of policies for minority protection and measures that facilitate enhancement of participation of different ethnic groups at grassroots level as well as promote inter-cultural dialogue based on international good practices;
- Knowledge of national minority integration/exclusion and a demonstrated commitment to integration and anti-discriminatory policies and practices in national minority protection;
- Proven ability to supervise diverse, multidisciplinary, research teams;
- Excellent presentation and communication skills;
- A record of success in seeing complex projects through to completion;
- Excellent English language skills (written and oral).

Recent publications on a relevant topic, prior research or professional experience in SEE and knowledge of two or more relevant languages, including English, would be an asset.

South East Europe experts

Experts should be comprised of an appropriate mix of research skills and experience, to include quantitative and qualitative data analysis, drafting and editing skills. Team members should have a commitment to enhancing intercultural relations and have strong listening and interpersonal skills as well as the necessary research skills and analytical abilities.

Part 3 - The financial offer

The financial proposal must be presented using the standard format found below and must be considered as an all-inclusive lump-sum fee, which includes all costs related to the provision of the final deliverables and implementation of all the activities.

The proposal must include, for example, **costs** for:

- the bidder's own staff including contact person/ team leader and experts, and any other person involved in the organisation of the activities, administration, editing, telecommunications & postage, IT, overheads including bank charges, taxes, social security etc., **local or international travel and subsistence**, all translation and interpretation costs from/to local language/English etc.
- undertaking the activities of the assignment and producing the deliverables as described in this call for tender and in the contractor's proposal.

Costs should be presented, per each deliverable, as in the table below:

Deliverables		Euro
<i>(See above "description of the service" for more details on the deliverables expected)</i>		
	Phase 1	
1	Approach and work plan (30 pages maximum)	
2	Capacity building design/modules (30 pages maximum)	
3	Final analytical cross-country report (60 pages maximum per country) <i>(indicate fee per report)</i>	
4	Presentation of findings (30 pages maximum)	
	Phase 2	
5	Implementation plan (20 pages maximum)	
6	Comparative, analytical, cross-country report and summary of results per country(60 pages maximum per country) <i>(indicate fee per country)</i>	
	TOTAL COSTS	

IV. SELECTION PROCESS:

1. exclusion criteria

Potential suppliers or bidders shall be excluded from participating in the tender procedure where they:

- a. have been sentenced by final judgment on one or more of the following charges: participation in a criminal organisation, corruption, fraud, money laundering;
- b. are in a situation of bankruptcy, liquidation, termination of activity, insolvency or arrangement with creditors or any like situation arising from a procedure of the same kind, or are subject to a procedure of the same kind;
- c. have received a judgment with *res judicata* force, finding an offence that affects their professional integrity or serious professional misconduct;
- d. do not comply with their obligations as regards payment of social security contributions, taxes and dues, according to the statutory provisions of their country of incorporation;

All bidders shall deliver, when submitting their tender, a declaration on their honour certifying that they are not in any of the above-mentioned situations.

The Council of Europe reserves the right to ask successful bidders to supply the following supporting documents:

- a. for the items a), b) and c), produce an extract from the record of convictions or failing that an equivalent document issued by the competent judicial or

administrative authority of the country of incorporation, indicating that these requirements are met;

- b. for the items in d), a certificate issued by the competent authority of the country of incorporation.”

2. Eligibility criteria

The applicant must have the following technical capacity to perform the contract:

- Proven professional experience with responsibility in the field of human rights and national minority protection, involving interethnic relations in an international context and record of field research on the relevant topic, including quantitative and qualitative data collection and analysis;
- Competent in mastering the components of comprehensive policy development, planning, implementation and monitoring in all relevant public bodies and agencies involved at central, regional and local levels in the field of national minority protection;
- Knowledge of CoE minority rights standards, anti-discrimination policies and equal opportunities
- Knowledge of national minority integration/exclusion and a demonstrated commitment to integration and anti-discriminatory policies and practices in national minority protection;
- Solid and demonstrated experience in carrying out such analytical and/or organisational work for national and/or international stakeholders in the field for the SEE countries.

Evidence: a list (in English) of assignments received, of projects implemented, and of activities conducted during the last three years.

3. Award criteria

The Contract will be awarded according to the criteria given below:

- Quality of methodologies and multidisciplinary approaches for undertaking the different tasks defined in the description of deliverables. 50%
- Price of the offer; 30%
- Composition of the teams assigned to the execution of this contract that should ensure a rapid response and timely provision of the exercise required 20%

V. CONTRACT TO BE SIGNED

See draft contract attached to the present document for information purpose. Please note in particular that the coordinator shall reply to queries by email within 5 working days.

Please note also that all disputes that cannot be settled by a friendly settlement shall be settled by arbitration in accordance with Article 21 of the General Agreement on the

VI. COMPETITIVE DIALOGUE

Having regard to the complexity of the contract, and upon the recommendation of the Tenders Board, the Council of Europe will make a selection from among the three bidders who have best responded to the call for tenders according to the exclusion, eligibility and award criteria set out in the specification, in order to discuss all points of the contract and settle methods such as will best fulfil their needs. The dialogue may be conducted under the supervision of Internal Oversight which will take care that the outcome of the talks will not lead to a significant deviation from the specification, and ensure equal treatment of all bidders and observance of the confidentiality of the information transmitted by each potential supplier.

At the conclusion of the dialogue, and on the basis of the solutions put forward during it, participants will be invited to submit their final bids. These shall comprise all the required elements necessary for carrying out the project. At the request of the Council of Europe, the bids may be clarified, but the clarifications may not have the effect of changing the fundamental features of the bids.

Bids received shall be analysed against the exclusion, eligibility and award criteria laid down in the specification.

VII. SUBMISSION OF BIDS

Questions/requests regarding this call for tender should be made by **5 September 2014** to the following address: JPMIN@coe.int

The deadline for submission of bids is **12 September 2014**. Bids must be sent by post, the postmark being proof of posting, and should be enclosed in a sealed envelope marked:

Only to be opened by the Tenders Board

2014AO36 / Carrying out a baseline research and final survey in selected municipalities through participatory action research

The envelope should be enclosed within another addressed to:
(valid only for this call for tender)

<p style="text-align: center;">COUNCIL OF EUROPE</p> <p style="text-align: center;">For the attention of the Tenders Board</p> <p>2014AO36 Carrying out a baseline research and final survey in selected municipalities through participatory action research</p> <p style="text-align: center;">B.P. 7</p> <p style="text-align: center;">F-67075 STRASBOURG CEDEX</p> <p style="text-align: center;">France</p>

Bidders are requested to indicate their name and address on the outside envelope for identification purposes.

A copy of the application sent by post to the Tenders Board's postal address may also be sent by e-mail exclusively to the address of the Tenders Board: cdm@coe.int. Bids submitted to another address or e-mail account will be excluded from the procedure.

The contract should be awarded by mid-October and the planned starting date for the execution on the contract is 1 November 2014.

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APPENDIX – DRAFT CONTRACT

Contract	N°:	
.....		
FIMS	PO	N°:
.....		
CEAD	N ⁰⁵ :	
.....		

Contract No **** 2014

Between the Secretary General of the Council of Europe represented by [...], hereinafter referred to as “the Council”

And [...], hereinafter referred to as “the Consultant”.

Article 1 – Nature of services and work completion date

1.1. The Consultant undertakes, on the conditions, within the limits and in the manner laid down by common agreement hereafter excluding any accessory verbal agreement, to provide services for [...].

The services shall be provided in accordance with **Technical Specifications** (as reproduced in Appendix I to the present contract) **and the offer to the Call for Tender 2014AO36** (as reproduced in Appendix II to the present contract). Both documents form an integral part of the agreement between the parties.

In the event of contradiction between the applicable provisions, the following order of precedence shall prevail:

- The present contract;
- The technical specifications;
- The offer.

1.2. The Consultant undertakes to submit to the Council, for approval, a copy (copies) of [deliverable] not later than **[DATE]**; the final versions of [deliverable] shall be submitted not later than **[DATE]**.

1.3. The Consultant shall execute the contract in accordance with the following timetable: [To be inserted]

Article 2 – Language and length of documents

2.1 Any written documents prepared by the Consultant under the contract shall be written in English and produced on a word processing file.

2.2 If the Consultant’s document is drafted in a language other than English without this having been provided for in the contract, the cost of translation into English shall be charged to the Consultant and deducted from the fees stipulated in Article 10.

⁵ CEAD N° shall be inserted where applicable

Article 3 – Communication

3.1 The Contact point for the Council of Europe is:

Person / Function / Department
Address
Telephone
Email
Fax

The Contact point of the Consultant is:

Person / Function / Department
Address
Telephone
Email
Fax

3.2 Any communication is deemed to have been made when it is received by the receiving party, unless the Contract refers to the date when the communication was sent.

3.3 Electronic communication is deemed to have been received by the receiving party on the day of successful dispatch of that communication, provided that it is sent to the addressees listed in paragraph 1 above. Dispatch shall be deemed unsuccessful if the sending party receives a message of non-delivery. In this case, the sending party shall immediately send again such communication to any of the other addresses listed in paragraph 1 above. In case of unsuccessful dispatch, the sending party shall not be held in breach of its obligation to send such communication within a specified deadline, provided the communication is dispatched by another means of communication without further delay.

3.4 Mail sent to the Council using the postal services is considered to have been received by the Office on the date on which it is registered by the person identified in paragraph 1 above.

3.5 Formal notifications made by registered mail with return receipt or equivalent, or by equivalent electronic means, shall be considered to have been received by the receiving party on the date of receipt indicated on the return receipt or equivalent.

3.6 The Consultant commits to answer to the Council's communications by email within 5 working days.

Article 4 – Intellectual property rights

4.1 The Consultant cedes to the Council, on an exclusive basis and for an unlimited period of time all rights in the deliverables referred to in Article 1.1. Such rights shall include in particular the right to use, reproduce, represent, publish, adapt, translate and distribute – or to have used, reproduced, represented, published,

adapted, translated and distributed - in any country, in any language, in any form and on any kind of support, including on a CD-ROM or the internet, the deliverables, or any part thereof, submitted by the Consultant under the contract.

The Council reserves the right to exercise the above-mentioned rights for any purpose falling within its activities.

Unless otherwise agreed, any text published will indicate the author's name.

- 4.2 The Consultant guarantees that use by the Council of the items supplied under the contract and referred to in Article 1.1. will not infringe the rights of third parties. However, should the Council incur liability as the result of any such infringement, the Consultant will compensate it in full for any damage it may suffer in consequence.
- 4.3 Notwithstanding the provision in Article 3.1 above, the Council may, on prior application by the Consultant, authorise the Consultant to use the deliverable(s) referred to under 1.1 above. When giving the Consultant such authority, the Council will inform the Consultant of any conditions to which such use may be subject.
- 4.4 The Consultant warrants that the work performed by it are unencumbered by any third party's proprietary rights. Title to any items delivered shall pass to the Council of Europe upon delivery.
- 4.5 The Consultant shall assume full liability vis-à-vis the Council of Europe for any claim made against the Council of Europe for infringement of copyright, patent, or other industrial and intellectual property rights arising as a result of the use as provided for in the Contract, or the possession of the services provided to it by the Consultant. Where appropriate, the Consultant shall arrange the necessary assignment or obtain the appropriate licences and authorisations, and pay any fees, royalties or indemnities.
- 4.6 In the event of any dispute or litigation involving an alleged violation of a third party's proprietary rights, the Consultant shall at his own cost endeavour so far as is possible to settle the dispute or litigation and shall, if requested by the Council of Europe and for so long as that request is not revoked, be responsible for conducting the defence in respect of all proceedings brought against the Council of Europe. The Consultant shall keep the Council of Europe fully informed of the progress of such dispute or litigation and shall hold the Council of Europe harmless with regard to all expenses, costs and compensation payable to any third party pursuant to a court order, arbitration award or negotiated settlement.
- 4.7 In the event that any claim by a third party relating to the alleged violation of its proprietary rights results in the Council of Europe suffering damage or loss, the Council of Europe shall be entitled to full compensation from the Consultant for such damage or loss.

Article 5 – Loyalty and confidentiality

- 5.1 In the performance of the present contract, the Consultant will not seek or accept instructions from any government or any authority external to the Council. The Consultant undertakes to comply with the Council's directives for the completion of the work, to observe absolute discretion regarding all service matters and to refrain from any word or act that may be construed as committing the Council.
- 5.2 The Consultant shall observe the utmost discretion in all matters concerning the contract, and particularly any service matters or data that have been or are to be recorded that come to the Consultant's attention in the performance of the contract. Unless obliged to do so under the terms of the contract, or expressly authorised to do so by the Secretary General of the Council, the Consultant shall refrain at all times from communicating to any person, legal entity, government or authority external to the Council any information which has not been made public and which has come to the Consultant's notice as a result of dealings with the Council. Nor shall the Consultant seek to gain private benefit from such information. Neither the expiry of the contract nor its termination by the Council shall lift these obligations.

Article 6 – Health, social and travel insurance

- 6.1 The Consultant shall undertake all necessary measures to arrange for health and social insurance during the entire period of the performance of work under the contract. The Consultant acknowledges and accepts in this regard that the Council shall not assume any responsibility for any health and social risks concerning illness, maternity or accident which might occur during the performance of work under the contract.
- 6.2 Unless otherwise specified in Article 11 below, the Consultant is required to arrange for travel insurance covering specific risks related to travel and stay (medical costs related to unforeseen illness or accident, repatriation, death, cancellation of journey or flight, theft or loss of personal possessions) during the performance of the work under the contract.

Article 7 – Disclosure of the terms of the contract

- 7.1 The Consultant is informed and gives an authorisation of disclosure of all relevant terms of the contract, including identity, for the sole purposes of internal and external audit and to the Committee of Ministers and to the Parliamentary Assembly of the Council with a view to these latter discharging their statutory functions.
- 7.2 Whenever appropriate, specific confidentiality measures shall be taken by the Council to preserve the vital interests of the Consultant.

Article 8 – Use of the Council of Europe's name

- 8.1. The Consultant shall not use the Council's name, flag or logo without prior

authorisation of the Secretary General of the Council.

- 8.2 The logo of the Council of Europe shall appear on all documents and other materials produced in the framework of the Contract. However, the Consultant shall not use the logo without prior authorisation of the Secretary General of the Council.

Article 9 – Fiscal obligations of the Consultant

The Consultant undertakes to observe all applicable rules and to comply with his/her fiscal obligations in:

- submitting an invoice to the Council in conformity with the applicable legislation [*or a request for payment in the case of consultants who do not charge VAT under the applicable legislation*⁶];
- declaring all fees received from the Council for tax purposes as required in his/her country of fiscal residence.

Article 10 – Other obligations of the Consultant

- 10.1 In the performance of the present contract, the Consultant undertakes to comply with the applicable principles, rules and values of the Council⁷.
- 10.2 The Staff Regulations and the rules concerning temporary staff members shall not apply to the Consultant's staff.
- 10.3 Nothing in this contract may be construed as conferring on the Consultant's staff the capacity of a Council of Europe staff member or employee.

Article 11 – Fees, expenses and mode of payment

- 11.1 In return for the fulfilment by the Consultant of its obligations under the contract, the Council undertakes to pay it €...euro] [excluding VAT/including VAT]. This fee is final and not subject to review.
- 11.2 The Consultant shall submit an invoice [*or request for payment in the case of consultants who do not charge VAT under the applicable legislation*] in triplicate and in Euros in conformity with the applicable legislation. A model is attached in Appendix III to this contract. This model can be modified as appropriate to conform with the applicable legislation.
- 11.3 This fee shall be payable as follows:

⁶ The legislation of his/her country of fiscal residence or that of the country in which the services have been provided, as the case may be.

⁷ See www.coe.int and, in particular, Instruction No. 44 of 7 March 2002 on the protection of human dignity of the Council of Europe, Instruction No. 47 of 28 October 2003 on the use of the Council of Europe's information system and Rule No. 1267 of 20 January 2007 prohibiting smoking inside all Council of Europe buildings.

- [...]

11.4 [VAT Clause, depending on the Consultant's legal form and place of establishment/registration].

Article 12 – Breach of contract

12.1 In the event that the Consultant does not satisfy the conditions laid down in this contract or those resulting from any modifications duly accepted in writing by both parties, in accordance with the provisions of Article 13 below, or the services provided as referred to under Article 1 do not reach a satisfactory level of quality and/or do not meet the agreed deadlines, the Council shall consider there to have been a breach of contract and may consequently refuse to pay to the Consultant partially or in full the fee referred to in Article 11 above.

12.2 In the cases described in paragraph 12.1 above, the Council reserves further, at any moment and further to prior notification to the Consultant, the right to terminate the contract. In case of termination, the Council shall pay only the amount corresponding to the services actually and satisfactorily provided at the time of termination of the contract and shall request reimbursement of the sums already paid for services not provided.

12.3 The outstanding sums shall be paid to the Council's bank account within 60 calendar days from the notification in writing by the Council to the Consultant regarding the outstanding sums to be paid.

12.4 The Council of Europe reserves the right to terminate the Contract in the cases covered in Article 14.2.

Article 13 – Modifications

13.1 The provisions of this contract cannot be modified without the written agreement of both parties.

13.2 This contract may not be transferred, in full or in part, for money or free of charge, without the Council's prior authorisation in writing.

Article 14 – Changes in Consultant's circumstances

14.1 The Consultant shall inform the Council of Europe without delay of any changes in the persons who may legally bind him, or in his name, address or legal domicile.

14.2 The Consultant shall inform also inform the Council of Europe without delay:

- i. if he becomes insolvent, the subject of insolvency proceedings, goes into liquidation, ceases trading or finds himself in any similar situation under the laws of the country in which he is domiciled;

- ii. if he becomes the subject of a request for the opening of insolvency proceedings, (or himself makes such a request) or of any similar proceedings under the laws of the country in which he is domiciled;
- iii. if he is convicted of an offence that puts his professional reliability in question;
- iv. if he is involved in a merger, takeover or change of ownership or there is a change in his legal status;
- v. where the Consultant is a consortium or similar entity, if there is a change in membership or partnership.
- vi. If he is sentenced by final judgment on one or more of the following charges: participation in a criminal organisation, corruption, fraud, money laundering;
- vii. if he is in a situation of bankruptcy, liquidation, termination of activity, insolvency or arrangement with creditors or any like situation arising from a procedure of the same kind, or is not subject to a procedure of the same kind;
- viii. if he has received a judgment with res judicata force, finding an offence that affects his professional integrity or serious professional misconduct;
- ix. does not comply with my obligations as regards payment of social security contributions, taxes and dues, according to the statutory provisions of my country of legal domicile.

Article 15 – Transfer of contract

The contract may not be transferred, in full or in part, for money or free of charge, without the Council's prior authorisation in writing.

Article 16 – Sub-contracting

The Consultant may not subcontract all or part of the services.

Article 17 – Liquidated damages

17.1 Where the provision of services or elimination of defects is delayed, the Consultant shall be liable to payment of damages at a rate of 0.2 % per working day of such delay, up to a maximum of 60 (sixty) working days, of the amount payable for the services or part thereof whose provision has been delayed, or the amount payable for the services of part thereof which cannot, owing to the delay, be put to the use intended, whichever sum is the greater. The total amount of liquidated damages to be recovered from the Consultant shall be deducted from the Contract price. The Council of Europe can claim the liquidated damages until the final payment is made.

17.2 The provisions of Paragraph 1 shall neither prevent the Council of Europe from making a claim in respect of damage which it has suffered over and above the amount of liquidated damages recovered by it nor shall it restrict the Consultant's

statutory right to prove that the actual damage the Council of Europe suffered was substantially less.

17.3 The foregoing provisions shall not prejudice the right of the Council of Europe to terminate the Contract as provided for in Article 12.

Article 18 – Acceptance

The results of services performed shall be the subject of a written acceptance procedure. If acceptance is refused, the Council of Europe shall inform the Consultant accordingly, giving reasons, and may set at least one further date for the acceptance. Should acceptance not take place on such further date, the Council of Europe shall not be obliged to accept the results of the services performed. It may then rescind the Contract in whole or in part without previous notice.

Article 19 – Case of force majeure

19.1 In the event of force majeure, the parties shall be released from the application of this contract without any financial compensation. Force majeure is defined as including the following: major weather problems, earthquake, strikes affecting air travel, attacks, a state of war, health risks or events that would require the Council or the Consultant to cancel the contract.

19.2 In the event of such circumstances each party shall be required to notify the other party accordingly in writing, within a period of 5 calendar days.

Article 20 – Disputes

20.1 In accordance with the provisions of Article 21 of the General Agreement on Privileges and Immunities of the Council of Europe, all disputes between the Council and the Consultant as regards the application of this contract shall be submitted, if a mutual agreement cannot be reached between the parties, to arbitration as laid down in Rule No. 481 of the Secretary General (*attach Rule to be found in Appendix ...*).

20.2 French law shall be applicable to the arbitration procedure.

Article 21 – Addresses and bank details of the parties

21.1 Consultant:
Address:
Bank details:

21.2 Council of Europe
Address:
Bank details:
Code IBAN:
SWIFT Code:

Article 22 – Date, place and signatures of the parties

Done in two copies, in [*if the contracting parties are not physically present at the same place when signing the contract, insert the duty station of the person representing the Secretary General*] this date of [*if the contracting parties are not physically present at the same place when signing the contract, insert the date of the last signature*].

On behalf of the Council

On behalf of the Consultant

Name

Name

Position

Position

Appendices:

- *Technical specifications*
- *Offer*
- *Model invoice*
- *Rule 481*

Questions/Answers

TENDER NOTICE 2014/AO/36

Call for Tender for a baseline and final survey of a project on human rights and minority

QUESTION:

I would ask you for several clarifications regarding the Tender from Subject:

1. I can't conclude do you require quantitative or qualitative research technique for this survey? Actually, does the Bidder need to develop approach and methodology completely independently or you have some specific conditions about data collecting, sample size and methodology in general?
2. Does the bid need to contain names of municipalities that would be included in the Project or selection will be done later?
3. If I understood, proposed experts should be part of the research team, their CVs will certainly be included as annex to the Technical Proposal so I'm confused about *Profiles of the experts*, what should that section contain?
4. Given the fact that application's sending & arriving by post may take several days, in the case of its delay, would the copy sent by e-mail be valid?

ANSWER:

1. The survey should include both quantitative and qualitative research technique. The Bidder is expected to develop the methodological approach for carrying out the baseline research **based and adapted from the provisions of the Framework convention for the protection of national minorities (FCNM) and the European Charter for Regional and Minority Languages (ECRML) and tailored** to the:
 - a. needs and context of the project and the region and
 - b. main findings of the COE monitoring bodies (Advisory Committee Opinions on implementation of the FCNM and Committee of Experts' reports on implementation of the ECRML).

The research should be carried out in 36 selected municipalities in seven Project's Beneficiaries in SEE (Albania, Bosnia and Herzegovina, Croatia, Montenegro and Serbia, "the former Yugoslav Republic of Macedonia" and Kosovo*); collecting of data should be directed towards: persons belonging to national minorities and authorities that work and use provisions of the FCNM and the ECRML and live in selected municipalities; sample size should be proposed by the bidder.

2. The bid should not contain names of municipalities as they will be selected by the project Evaluation Committee in each beneficiary.

3. According to the bid, the bidder should submit the CVs of the experts that will work on the project. Part 2 of the tender document (page 7) describes the profile of the Lead expert. The bidder shall also forward the CVs of other experts, part of the team, to prove an appropriate mix of research skills and experience, to include quantitative and qualitative data analysis, drafting and editing skills. Team members should have a commitment to enhancing intercultural relations and have strong listening and interpersonal skills as well as the necessary research skills and analytical abilities.
4. All details on application's sending / arriving of by post or email, please find on page 11 – VII Submission of bids.

QUESTION:

Regarding the 'Call for tender for a baseline and final survey of a project on human rights and minority protection' published by the Council of Europe, we would like to clarify the requested work in light of the budget mentioned. Will there be any third party of the project secretariat involved in the delivery of the participatory action research (e.g. printing, dissemination of questionnaires etc). Does the proposed budget cover both the design and full delivery of the PAR? In particular, we are interested in whether CoE staff will be available to administer the survey (printing, distributing and collecting surveys).

ANSWER:

As per this tender, the financial bid should include all costs related to the provision of the final deliverables and implementation of all the activities.

Our secretariat is very limited and can assist with advice and very modest technical assistance if and when available. I copy the part from the Tender file for your reference below.

"Part 3 - The financial offer

The financial proposal must be presented using the standard format found below and must be considered as an all-inclusive lump-sum fee, which includes all costs related to the provision of the final deliverables and implementation of all the activities.

The proposal must include, for example, costs for:

- the bidder's own staff including contact person/ team leader and experts, and any other person involved in the organisation of the activities, administration, editing, telecommunications & postage, IT, overheads including bank charges, taxes, social security etc., local or international travel and subsistence, all translation and interpretation costs from/to local language/English etc.
- undertaking the activities of the assignment and producing the deliverables as described in this call for tender and in the contractor's proposal."

QUESTION:

I am contacting you in the framework of the Call for Tender “PROMOTING HUMAN RIGHTS AND MINORITY PROTECTION IN SOUTH EAST EUROPE - a baseline and final survey of a project on human rights and minority protection”, 2014/AO/36.

I would like to clarify one aspect regarding the pool of experts:

-On page 7 you mention that the research team should consist of “at least one researcher for each of the partner beneficiaries of this project”. Could you please clarify whether the “partner beneficiaries” are the 7 mentioned countries in SEE (Albania, Bosnia and Herzegovina, Croatia, Montenegro, Serbia, “the former Yugoslav Republic of Macedonia”, Kosovo)?

Could you also clarify whether there is a minimum number of experts “from distinguished research communities from EU or COE countries”?

ANSWER:

You are right, the “partner beneficiaries” are the 7 mentioned countries in SEE (Albania, Bosnia and Herzegovina, Croatia, Montenegro, Serbia, “the former Yugoslav Republic of Macedonia”, Kosovo).

There is no minimum number of experts “from distinguished research communities from EU or COE countries”. The number, and profile/expertise will be evaluated and will contribute to the process of selection of the best bidder.

QUESTION:

Specifically, we understand that the scope of the project is regional, but due to the fact that most research companies in the region are pretty much limited to operate within their national boundaries, it is of great interest for us to know if the part of the research concerning (one beneficiary) available separately, or the bid must include the region as a whole; ie. to structure the bid as a consortia. If so, can COE help us by providing us with information or contacts about interested parties in countries other than (one beneficiary).

ANSWER:

As this is a regional project we issue the tender for one study covering the whole region with unified methodology. We are very much aware of the situation in the field and would applaud bids by several providers that apply under one bid (one offer with clear management and leadership role).

For the sake of fair competition we cannot share names of other interested parties at this stage. We strongly encourage you to form regional partnerships and forward the bid.

QUESTION:

1. If individual submit application for TENDER NOTICE for the provision of services of consultancy on human rights and minority protection (assistance to support selected municipalities in grant applications and implementation) 2014/AO/39 for the following services: Consultancy on joint project on Promoting Human Rights and Minority Protection in South East Europe (Assistance to support selected municipalities in grant application and implementation) could same individual (as consultant/expert) as a part of the Civil Society Organisation Team , participate in TENDER 2014/AO/36 -Call for Tender for a baseline and final survey of a project on human rights and minority protection-

2.Is there any conflict or exclusion criteria for individuals or organisations to participate both tenders? (tender 2014/AO/36 and tender 2014/AO/39)

ANSWER:

There are no legal obstacles which would prevent persons who submit bids in response to 2014OA39 from participating as a team member in 2014AO36. In our opinion, there may be other issues which would make participation in both projects difficult, eg. Time-management, or operational issues.