

Promoting Human Rights and Minority Protection in South East Europe



**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**

- 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)
- Location:** Albania, Bosnia and Herzegovina, Croatia, Montenegro, Serbia, "the former Yugoslav Republic of Macedonia" and Kosovo
- 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
- Framework agreement duration:** Until April 30<sup>th</sup> 2016
- Contract estimated start date:** 1 October 2014
- Tender Notice issued:** 15 July 2014
- Deadline for tendering:** 15 September 2014

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\* "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"

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# TECHNICAL SPECIFICATIONS

2014/AO/39

## I. Background

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 Kosovo<sup>1</sup>, 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**, 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 (SEE), will be selected in an open and transparent procedure based on jointly agreed criteria.

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<sup>1</sup> 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.

## II. Objectives of the Project

### 1 General

The Project is designed to break down existing barriers for minorities' rights implementation so that they can fully enjoy their rights. The three Project components at the central governmental level are all designed to **change the situation for persons belonging to national minorities on the locations where they live in a targeted and coherent manner.**

**Municipalities will first have an opportunity to address specific issues of minority protection that they consider most relevant in the local context** with the support of on-going CoE expertise, both international and regional. Once the municipalities are selected through an open Call for expression of interest, the CoE will assist the participating municipalities in **developing their proposals** with a view to targeting specific barriers that minorities are facing. The CoE will ensure that the issues addressed and the approach taken are in line with the recommendations of monitoring reports of CoE treaties in the national minority protection field – thereby **supporting municipalities and indeed the Beneficiaries to bridge the gap between their international commitments and concrete barriers decreasing the rights of national minorities.** Once the proposals are decided upon, municipalities will demonstrate their commitment by mayors endorsing the proposals and submitting for adoption to their municipal councils. In cases where no endorsement by legislators is needed, chief executive officers or subordinate officials will introduce new policies and practices directly.

The main effort of the Project will focus on building the capacity of the municipalities to implement their proposals. This is where the practical application of human rights standards will be put into practice – through concrete changes in policy and practice in the municipalities, drawing in relevant examples as required. Further on, if and when **municipalities identify legislative or policy challenges that would hinder their initiatives, the CoE can explore what adjustments are required** that are also in line with recommendations from CoE monitoring mechanisms - and discuss them with the responsible authorities with a view to recommend necessary amendments to legislation or national policy.

Upon completion of the proposed projects within the municipalities, **good practices in the municipalities** will be **identified** at the SEE regional level and **additional small grants awarded to the municipalities who have demonstrated the greatest commitment and tangible** 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 decontextualised models can be used in other municipalities of SEE. It is therefore expected that these **positive models, developed through the Project, could have a multiplying effect throughout the SEE region.**

### 2 Project Structure

The project implementation team includes a senior project officer and an administrative assistant based in Belgrade and project officers in Council of Europe offices in Belgrade, Sarajevo and Tirana.

### **III. Expected services**

**The consultants will be expected to provide expertise, coaching and training in different phases of the project development and implementation in selected municipalities. They will also provide a review and evaluation after the first phase of the project implementation and identify elements of good practice that can be applied to other municipalities. They will also note and alert the Project secretariat of legal and administrative barriers in the process of implementation of the project.**

#### **Phase 1: Stocktaking**

The consultants are expected:

- To review the proposal by the selected municipality and analyze how the issue described in the proposal corresponds to the recent findings and recommendations of the CoE expert bodies, Committee of Minister (CM) recommendations and existing national policies, strategies, action plans, etc.
- To set up main ideas for the project proposal that will remedy the issue (as declared in the proposal forwarded by the municipality), and help to remove barriers at the local level, improve realization of minority rights, respond to state's undertaken obligations considering latest state reports on implementation of the Framework convention for the protection of national minorities (FCNM) and the European Charter for regional or minority languages (ECRML) and improve already existing national policies, strategies, action plans, etc.
- to help a multi-stakeholder task force at municipal level to analyze the state of minority rights on local level and identify specific barriers the national minorities are facing and put them in line with the expert analysis;

#### **Phase 2: Implementation and capacity building**

The consultants are expected to travel to and across project beneficiary/beneficiaries in order to train and to provide support to municipal officials through coaching during project proposal drafting and during the implementation of the projects in the selected municipalities. The consultant will provide capacity building (education and training seminars) on main CoE's instruments and mechanisms for the minority protection – in particular the Framework convention for the protection of national minorities (FCNM) and the European Charter for regional or minority languages (ECRML).

#### **Phase 3: Reporting and evaluation**

The Consultants are expected to provide opinion on the final project proposal submitted by the municipality as well as the final evaluation of the project impact.

#### 4 Expected deliverables

DELIVERABLES	DEADLINE
<b>1 STOCKTAKING</b>	
<p>1.1. Analyze current issues outlined in the most recent recommendations of the FCNM Advisory Committee's Opinions and ECRML Committee of Experts' Reports as well as existing beneficiary policies, strategies and action plans related to minorities putting it in line with the proposal of the municipality.</p> <p>Provide the contextual elaboration / framework for the project proposal showing how it can remedy the issue described in the initial municipal proposal, help to remove barriers at the local level, improve realization of minority rights, respond to state's undertaken obligations considering latest state reports on implementation of the FCNM and ECRML and improve already existing national policies, strategies, action plans, etc.</p> <p>Written report (in English); 10 - 15 pages.</p>	<p>30 October 2014</p>
<p>1.2 Field visit(s) to the municipality(ies) and meeting with municipal officials, representatives of minorities and other relevant local stakeholders. During the meetings, the Consultant will provide detailed information on the fact finding from 1.1 that will help the multi-stakeholder task force at the municipal level to understand specific barriers the national minorities are facing in their municipality.</p> <p>Prior to the visit, review municipal statute/national minority related documents and prepare comments, recommendations based on the fact finding.</p> <p>Written plan, agenda, comments and recommendations (in English); 3-5 pages (including 2 x 2 days visits);</p>	<p>30 October 2014</p>
<b>2 IMPLEMENTATION AND CAPACITY BUILDING</b>	
<p>2.1 Coordinate and assist the municipal officials (multi-stakeholder task force) to draft project proposal based on the findings from 1.1. Prior to the meeting, prepare plan and timeframe of activities (2-3 pages).</p> <p>3-5 pages report on project developments (in English); 2 x 1 day meeting.</p>	<p>30 November 2014</p>

<p>2.2 Municipal project proposal developed in a consultative manner, with the municipal officials and based on the most recent reports and recommendations of the CoE expert monitoring bodies (Advisory Committee on the FCNM/ Committee of Experts of the ECRML), and national policies, strategies, action plans,</p> <p>20-30 pages (in English) in accordance with the Application pack.</p>	<p>30 November 2014</p>
<p>2.3 Coaching and support, monitoring of the project implementation. 5-10 pages report (in English) on undertaken activities; 8 days (2 days x 4 visits)</p>	<p>15 December 2015</p>
<p>2.4 Conduct training and capacity building seminar on main CoE's minority protection instruments and mechanisms (FCNM and ECRML).</p> <p>Prior to the seminar, prepare a Power point presentation on the topic (15-20 slides)</p> <p>1 day seminar + Written report on activities (in English) (3-5 pages).</p>	<p>15 December 2015</p>
<p><b>3 REPORTING AND EVALUATION</b></p>	
<p>3.1. Submit a detailed evaluation report of the results of the project implemented in the selected municipality. Indicate examples of good practice (if possible); Recommend amendments related to the actual minority protection policies and legislation where appropriate.</p> <p>Written report (10-15 pages).</p>	<p>30 May 2016.</p>

# TENDER RULES

## ARTICLE 1 – IDENTIFICATION OF THE CONTRACTING AUTHORITY

### 1.1 Name and address

#### **COUNCIL OF EUROPE**

Directorate General Democracy  
Directorate of Democratic Citizenship and Participation  
Education Department  
**Avenue de l'Europe**  
**F – 67075 STRASBOURG Cedex**  
<http://hub.coe.int>

### 1.2 Background

The activities of the Organisation are governed by its Statute. These activities concern the promotion of human rights, democracy and the rule of law. The Organisation has its seat in Strasbourg and has set up external offices in about 20 member and non-member states (in Ankara, Baku, Belgrade, Brussels, Bucharest, Chisinau, Erevan, Geneva, Kyiv, Lisbon, Moscow, Paris, Podgorica, Pristina, Rabat, Sarajevo, Skopje, Tbilisi, Tirana, Tunis, Warsaw, Venice and Vienna).

Contracts, framework contracts and framework agreements awarded by the Council of Europe are governed by the Financial Regulations of the Organisation and by Rule 1333 of 29 June 2011 on the procurement procedures of the Council of Europe.

The Organisation enjoys privileges and immunities provided for in the General Agreement on Privileges and Immunities of the Council of Europe, and its Protocols, and the Special Agreement relating to the Seat of the Council of Europe.<sup>2</sup>

The purpose of this call is to establish a pool of qualified consultants to support the implementation of the Joint EU/CoE Project “Promoting Human Rights and Minority Protection in South East Europe”.

Further details on the project are provided for in the Technical Specifications.

## ARTICLE 2 – OBJECT AND SCOPE OF THE TENDERING PROCEDURE

This tendering procedure is an international call for tender. It aims at concluding framework agreements with several service providers with a view to establishing the terms of the subsequent call-offs for the provision of consultancy services and assistance to support

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<sup>2</sup> Available on the website of the Council of Europe Treaty Office: [www.conventions.coe.int](http://www.conventions.coe.int)

selected municipalities in grant applications and implementation, in the framework of the above mentioned project.

The scope of the tendering procedure is described in the Technical Specifications.

### **ARTICLE 3 – PLACE OF PERFORMANCE AND FULFILMENT**

The services requiring travel to different countries (such as participation in meetings or conferences), as indicated in the technical specifications, will be considered as performed in the country where the event takes place.

The services consisting of drafting documents shall be considered as performed at the place where the service provider is established.

### **ARTICLE 4 – LEGALITY OF THE BIDS**

Bids are valid for 120 calendar days as from the closing date for their submission.

### **ARTICLE 5 – DURATION OF THE FRAMEWORK AGREEMENT**

The duration of the agreement is set in Article 4 of the Act of Engagement.

### **ARTICLE 6 – LEGAL FORM OF BIDDERS**

Natural or legal persons, of any legal form, can be accepted.

Simultaneous bids through individual and companies shall not be admitted.

### **ARTICLE 7 – MODALITIES OF THE TENDERING**

#### **7.1 Content of the tender file**

The tender file is composed of:

- An act of engagement;
- Tender rules;
- General conditions – intellectual services;
- Special conditions;
- Technical specifications.

#### **7.2 How to send bids**

Bids must be sent to the Council of Europe in the form of:

- 1 electronic copy to be sent only to the following address [cdm@coe.int](mailto:cdm@coe.int). Bids submitted to another e-mail account will be excluded from the procedure;

**And**

- 1 paper hardcopy in A4 format (21x29,7 cm) by post, as specified below.

Bids shall be submitted in a sealed envelope. The first sealed envelope shall be placed inside a second envelope addressed to the Tenders Board, showing the file reference number and object, as follows:

<p style="text-align: center;">COUNCIL OF EUROPE For the attention of the Tenders Board <b>Framework Agreement - Services of consultancy on human rights and minority protection (assistance to support selected municipalities in grant applications and implementation) 2014/AO/39</b> B.P. 7 F – 67075 STRASBOURG Cedex</p>
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Bidders are requested to indicate their names and address on the outside envelope for identification purposes.

### **7.3 Deadline for submission of bids**

The deadline for the submission of bids is 15 September 2014 as evidenced by the postmark.

## **ARTICLE 8 – ASSESSMENT OF THE BIDS**

### **8.1. Exclusion criteria**

Bidders shall be excluded from participating in the tender procedure if they:

- have been sentenced by final judgment on one or more of the following charges: participation in a criminal organisation, corruption, fraud, money laundering;
- 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;
- have received a judgment with *res judicata* force, finding an offence that affects their professional integrity or serious professional misconduct;
- 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, establishment or residence.

### **Documents to be provided**

**All bidders shall deliver, when submitting their bid, a declaration 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:

- for items i. to iii., 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;
- for item iv., a certificate issued by the competent authority of the country of incorporation.”

## **8.2 Eligibility criteria**

Bidders shall indicate an **estimated maximum fee for each type of deliverable requested (see Technical Specifications)**. They should in this regard complete and return the **tables of fees** attached to the Act of Engagement.

Bidders shall also demonstrate that they fulfil the following criteria:

- University degree in social sciences (sociology, law, political science, organizational science and related fields)
- Knowledge of the beneficiary / regional policies and practices for the national minority protection and international standards for the protection of national minorities in particular the Framework Convention for the Protection of National Minorities and the European Charter for Regional or Minority Languages
- Experience in developing and implementation of projects
- Good communication and team work skills.
- Sound writing skills in at least one the beneficiaries' languages and in English
- Awareness of gender, ethnic, cultural and linguistic issues
- Good organizational skills, capable of taking initiative and working independently
- Good IT skills - Word, Excel, Internet research as a minimum
- Readiness to work throughout the beneficiary/ beneficiaries

## **Documents to be provided**

**All bidders shall deliver, when submitting their bid:**

- The fees tables attached to the Act of Engagement, completed and signed;
- A motivation letter;
- A detailed CV, in English (EU format);
- 3 (three) relevant employment references (Name, Surname, phone number or e-mail);

## ARTICLE 9 – RULES GOVERNING THE AWARD OF SUBSEQUENT CALL-OFFS

When needs for services occur, the Council of Europe will award subsequent call-offs to some of the selected consultants, in accordance with the following conditions:

### 9.1 Number of selected consultants

A maximum of 80 consultants will be selected, provided that there are sufficient candidates satisfying the above criteria.

### 9.2 Rights of selected consultants

The Council of Europe is not bound, through this framework agreement, by a minimum purchase requirement. Therefore, **the selection of a consultant will not give rise to a right for the consultant concerned to be awarded subsequent call-offs. The Council of Europe reserves therefore the right not to award any subsequent call-off to some of the selected consultants.**

### 9.3 Award of subsequent call-offs

The award of subsequent call-offs will be decided on the basis of the following criteria:

- Relevance of the academic background / experience / knowledge; (40%)
  - Adaptability to the context; (40%)
  - The price of the offer; (10%)
  - Awareness of gender, ethnic, cultural and linguistic issues. (10%)
- Language skills will be considered, for each call-off, as a compulsory requirement (Sound writing skills in the beneficiary language concerned and in English).

When a need occurs, the Council of Europe will select from the pool **the consultant considered the most qualified to fulfil the need concerned**, on the basis of the above criteria. The price of the offer will be assessed against the maximum estimated fees indicated in the tables of fees. The Council of Europe reserves the right to consult the consultant considered the most qualified if it estimates that the price concerned shall be decreased. The fee to be paid will be the fee indicated in the call-off. The fee indicated in the call-off can never exceed the corresponding price in the Tables of Fees.

When several consultants are considered equally satisfying the quality requirements, they will be consulted on the basis of the five above criteria in order to establish which one provides the best value for money.

The Council of Europe reserves the right to contract on an *ad hoc* basis with a non-selected consultant if none of the selected consultants provides sufficient quality guarantees to fulfil the need concerned to be satisfactorily fulfilled. The Council of Europe reserves the right to terminate the framework agreement with regard to consultants offering prices for subsequent call-offs more expensive than their original offer as indicated in the Tables of Fees.

### 9.4 Obligations of selected consultants

All selected consultants commit themselves to submit bids for each subsequent call-offs for which they will be consulted, failing that, to provide within the deadline of the call-off concerned a justification for not submitting a bid. If, during the whole duration of the agreement, a selected consultant fails to justify more than 3 (three) times the non-submission of a bid, the Council of Europe reserves the right to terminate the framework agreement with the consultant concerned.

In the repeated absence of reasonable bids, the framework agreement will be terminated with respect to the consultant concerned.

After 3 (three) subsequent call-offs resulting in bids which are all 20 (twenty) % higher than the average market price, the Council of Europe is considered released from the framework agreement with respect to the consultant concerned and will be entitled to reopen competitive tendering outside the scope of the framework agreement.

### **9.5 Timeframe for the execution of subsequent call-offs**

Subsequent call-offs can be only passed during the period of validity of the framework agreement.

The execution of the subsequent call-offs can be extended beyond the duration of the framework agreement. However, it cannot be extended in conditions disregarding the principle of periodical competitive bidding.

### **9.6 Notifications**

Selected consultants will be informed in writing of the outcome of each subsequent call-off for which they will be consulted in accordance with article 9.3.

Selected consultants will not be informed of the outcome of subsequent call-offs for which they will not be consulted, including those for which the consultant considered the most qualified has been identified without further consultation among the selected consultants.

## **ARTICLE 10 – SUPPLEMENTARY INFORMATION**

General information can be found on the website of the Council of Europe: <http://pjp-eu.coe.int/web/minority-rights>

Other questions regarding this specific tendering procedure shall be sent at the latest by 10 September 2014, in English or French, and shall be exclusively addressed to the following address: [jpmin@coe.int](mailto:jpmin@coe.int).

## **ARTICLE 11 – CHANGE, ALTERATION AND MODIFICATION OF THE TENDER FILE**

Any change in the format, or any alteration or modification of the original tender will cause the immediate rejection of the bid concerned.

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## **GENERAL CONDITIONS – INTELLECTUAL SERVICES**

### **ARTICLE 1 – LEGAL STATUS OF THE COUNCIL OF EUROPE AND OF THE SERVICE PROVIDER**

a) Pursuant, *inter alia*, to the Statute of the Council of Europe and to the General Agreement on Privileges and Immunities of the Council of Europe, the Council of Europe has legal personality. The Council of Europe enjoys such privileges and immunities as are necessary for the fulfilment of its functions. Nothing in the Contract shall be interpreted as a waiver of the Privileges and Immunities of the Council of Europe.

b) The Service Provider's personnel or any person acting on its behalf shall, while on the premises of the Council of Europe, comply with the Council of Europe Rules and those generally applicable relating to safety, public security and order<sup>3</sup> as well as other rules indicated in the Special conditions.<sup>4</sup>

c) The Service Provider guarantees that its personnel or any person acting on its behalf fully respect the terms of the Contract.

d) The Service Provider shall have the legal status of an independent service provider *vis-à-vis* the Council of Europe, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect to be employees or agents of the other Party and each Party shall be solely responsible for all claims arising out of or relating to its relationship with such persons or entities.

### **ARTICLE 2 – APPLICATION OF THE GENERAL CONDITIONS**

The provisions of these General Conditions shall apply to all contracts for the supply of intellectual services entered into by the Council of Europe. They may, however, be supplemented or modified by special conditions.

### **ARTICLE 3 – PRECEDENCE CLAUSE**

Any general purchasing terms and conditions of the Service Provider shall never prevail over these General conditions. Any provision proffered by the Service Provider in its documents (general conditions or correspondence) conflicting with the clauses of these General Conditions shall be deemed void, except for any clauses which may be more favourable to the Council.

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<sup>3</sup> Rule No. 1292 of 3 September 2010 on the protection of human dignity at the Council of Europe; Rule 1294 of 7 May 2010 on managing alcohol-related risks on Council of Europe premises; Rule No. 1267 of 20 January 2007 prohibiting smoking inside all Council of Europe buildings.

<sup>4</sup> Another regulation that may be included in respect of texts for publications is Instruction No. 33 of 1 June 1994 on the use of non-sexist language at the Council of Europe.

## ARTICLE 4 – DEFINITIONS AND INTERPRETATION

For the purposes of these General Conditions:

- a) "Contract" shall mean the present General Conditions as well as any other documents mentioned as contractual documents in the Undertaking Form;
- b) "Council" shall mean the Council of Europe;
- c) "Service Provider" shall mean the legal or physical person selected by the Council for the provision of intellectual services.
- d) References to any gender include both genders. References to a person include any physical or legal persons.

## ARTICLE 5 – INTELLECTUAL PROPERTY RIGHTS

- a) The Service Provider shall assign all intellectual property rights<sup>5</sup> over the deliverables as described in the technical specifications to the Council on an exclusive basis and without any temporal and geographical limitations. 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 language, in any form and on any kind of support, including on a CD-ROM or the internet, the deliverables, or any part thereof. The Council reserves the right to exercise the above-mentioned rights for any purpose falling within its activities.
- b) The Council may, on prior application by the Service Provider, authorise the Service Provider to use the deliverables. When giving the Service Provider such authorisation, the Council will inform the Service Provider of any conditions to which such use may be subject.
- c) The Service Provider guarantees that use by the Council of the deliverables supplied under the contract will not infringe the rights of third parties. In the event of any dispute or litigation involving an alleged violation of a third party's intellectual property rights, the Service Provider shall at his own cost endeavour so far as is possible to settle the dispute or litigation and shall, if requested by the Council and for so long as that request is not revoked, be responsible for conducting the defence in respect of all proceedings. However, under no circumstances may the Service Provider institute judicial proceedings in the name of the Council. The Service Provider shall keep the Council fully informed of the progress of such dispute or litigation and shall bear all expenses, costs and compensation payable to any third party pursuant to a court order, arbitration award or negotiated settlement. In the event that any claim by a third party relating to the alleged violation of its intellectual property rights results in the Council suffering

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<sup>5</sup> The term « intellectual property law » refers to both copyright law which protects roughly speaking literary, artistic and scientific work and industrial property rights law which protects roughly speaking inventions. Industrial property includes *inter alia* patents, trademarks, service marks, names and designations.

damage or loss, the Council shall be entitled to full compensation from the Service Provider for such damage or loss.

#### **ARTICLE 6 – WARRANTIES**

The Service Provider guarantees that the deliverables conform to the technical specifications.

#### **ARTICLE 7 – LOYALTY OF THE SERVICE PROVIDER**

In the performance of the present contract, the Service Provider will not seek or accept instructions from any government or any authority external to the Council. The Service Provider 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.

#### **ARTICLE 8 – CONFIDENTIALITY**

The Service Provider 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 Service Provider'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 of Europe, the Service Provider 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 Service Provider's notice as a result of dealings with the Council. Nor shall the Service Provider 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 9 – DISCLOSURE OF THE TERMS OF THE CONTRACT**

a) The Service Provider 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.

b) Whenever appropriate, specific confidentiality measures shall be taken by the Council to preserve the vital interests of the Service Provider.

#### **ARTICLE 10 – USE OF THE COUNCIL OF EUROPE'S NAME**

The Service Provider shall not use the Council's name, or logo or the European emblem without prior authorisation of the Secretary General of the Council of Europe.

## **ARTICLE 11 – FISCAL OBLIGATIONS OF THE SERVICE PROVIDER**

The Service Provider undertakes to observe any applicable law and to comply with his fiscal obligations in conformity with the legislation of the Service Provider's country of fiscal residence, in submitting an invoice to the Council in conformity with the applicable legislation, or a request of payment in the case of Service providers who are not subject to VAT.

## **ARTICLE 12 – PRICE/FEE**

The prices/fees shall be stated in euros.

## **ARTICLE 13 – AMENDMENTS TO THE CONTRACT**

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

## **ARTICLE 14 – CHANGES IN THE SERVICE PROVIDER'S SITUATION OR STANDING**

a) The Service Provider shall inform the Council without delay of any changes in his address or legal domicile or in the address or legal domicile of the person who may represent him.

b) The Service Provider shall inform also inform the Council 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 Service Provider 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 his 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 Service Provider may not subcontract all or part of the services without the Council's prior authorisation in writing.

#### **ARTICLE 17 – ACCEPTANCE**

The provision of deliverables shall be the subject of a written acceptance procedure in line with the time-table established by the Council. If acceptance is refused, the Council shall inform the Service Provider accordingly, giving reasons, and may set at least one further date for the provision of the deliverables. If acceptance is refused again, the Council may terminate the Contract in whole or in part without previous notice and without paying any financial compensation.

#### **ARTICLE 18 – TERMINATION FOR BREACH OF THE CONTRACT**

a) Where the Service Provider is in breach of, or fails to fulfil, contractual obligations, the Council shall be entitled to terminate the Contract without prejudice to any claims for damages it may have. Unless otherwise provided for in the Contract, such right for termination may be exercised by the Council without previous notice.

b) The Council may also terminate at any time, subject to four weeks' written notice, contracts involving recurring services on the part of the Service Provider.

c) In each case the Service Provider shall be entitled to claim the agreed amount of remuneration for the deliverables accepted. He shall also be entitled to all costs already incurred at the time of notice or payable on the basis of obligations reasonably entered into in view of the performance of his contractual duties, against which he must, however, set off expenditure avoided as a result of the Council's decision to terminate and income deriving from his ability to use labour for other work, or income which might thus have been gained but which he has wilfully or negligently omitted to obtain.

#### **ARTICLE 19 – CASE OF FORCE MAJEURE**

a) In the event of a 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 to cancel the contract.

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

## **ARTICLE 20 – DISPUTES**

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 Service Provider 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 (Annex).

French law shall be applicable to the arbitration procedure.

\* \* \*

## **APPENDIX TO THE GENERAL CONDITIONS**

Rule No. 481 of 27 February 1976 laying down the arbitration procedure for disputes between the Council and private persons concerning goods provided, services rendered or purchases of immovable property on behalf of the Council

The Secretary General of the Council of Europe,

Having regard to the Statute of the Council of Europe, of 5 May 1949, and in particular its Articles 11 and 40,

Having regard to the General Agreement on Privileges and Immunities of the Council of Europe signed on 2 September 1949, and in particular its Articles 1, 3, 4 and 21, as well as the Special Agreement relating to the seat of the Council of Europe signed on 2 September 1949,

Considering that it is appropriate to determine the arbitration procedures for any disputes between the Council and private persons regarding supplies furnished, services rendered or immovable property purchased on behalf of the Council,

Having regard to the decision of the Committee of Ministers of the Council of Europe at the 253rd meeting of the Deputies,

**DECIDES:**

**Article 1**

Any dispute relating to the execution or application of a contract covered by Article 21 of the General Agreement on Privileges and Immunities of the Council of Europe shall be submitted, failing a friendly settlement between the parties, for decision to an Arbitration Board composed of two arbitrators each selected by one of the parties, and of a presiding arbitrator, appointed by the other two arbitrators; in the event of no presiding arbitrator being appointed under the above conditions within a period of six months, the President of the Tribunal de Grande Instance of Strasbourg shall make the appointment.

**Article 2**

However, the parties may submit the dispute for decision to a single arbitrator selected by them by common agreement or, failing such agreement, by the President of the Tribunal de Grande Instance of Strasbourg.

**Article 3**

The Board referred to in Article 1 or, where appropriate, the arbitrator referred to in Article 2 shall determine the procedure to be followed.

**Article 4**

If the parties do not agree upon the law applicable the Board or, where appropriate, the arbitrator shall decide *ex aequo et bono* having regard to the general principles of law and to commercial usage.

**Article 5**

The arbitral decision shall be binding upon the parties and there shall be no appeal from it.

Strasbourg, 27 February 1976  
Georg KAHN-ACKERMANN  
Secretary General

## **SPECIAL CONDITIONS**

### **SPECIAL CONDITIONS APPLICABLE TO THE FRAMEWORK AGREEMENT 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**

#### **Preamble**

The provisions of the General Conditions – Intellectual Services, to which this agreement refers, apply to it.

#### **ARTICLE 1 – OBJECT OF THE FRAMEWORK AGREEMENT – GENERAL PROVISIONS**

##### **1.1 Description of the deliverables**

Deliverables shall conform to the Technical Specifications attached to the tender file n° 2014/AO/39 as well as to the Technical Specifications to be attached to each subsequent call-off.

##### **1.2 Duration**

The duration of the agreement is set in Article 4 of the Act of Engagement.

##### **1.3 Lots**

The agreement is not divided into lots.

##### **1.4 Subsequent call-offs**

The award of subsequent call-offs is governed by Article 9 of the Tender Rules.

##### **1.5 Components of the contract and order of precedence**

The framework agreement is composed, by order of precedence, of:

- the Act of Engagement;
- the Special Conditions;
- the General Conditions – Intellectual Services ;

- the Technical specifications;
- the selected bid, including the Tables of Fees.

## **1.6 Terminology**

"Consultant" shall mean the service provider, a legal or physical person, selected by the Council for the provision of consultancy services.

## **ARTICLE 2 – LANGUAGE AND LENGTH OF DOCUMENTS**

2.1 Any written documents prepared by the Consultant under the contract shall be written in the Council's official languages (English or French) indicated in the Technical Specifications and the subsequent call-off documents and produced on a word processing file.

2.2 If the Consultant's document is drafted in a language other than the official languages without this having been provided for in the contract, the cost of translation into an official language shall be charged to the Consultant and deducted from its fees.

2.3 All written documents of more than 1,500 words shall be preceded or accompanied by a text summarising the subject and main conclusions and shall not, unless specifically required, exceed 5,000 words.

## **ARTICLE 3 – FEES, EXPENSES AND MODE OF PAYMENT**

3.1 The fees, as specified in the selected bid, are final and not subject to review. Travel and subsistence expenses shall be included into the relevant fees, as they will not be covered by the Council of Europe.

3.2 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 to these Special Conditions. This model can be modified as appropriate to conform with the applicable legislation.

3.3 The fee shall be payable within 60 calendar days upon receipt of the deliverable and its acceptance by the Council and on presentation of an invoice in triplicate, or a request for payment in the case of consultants who do not charge VAT under the applicable legislation, and in Euros.

3.4 Where relevant, advance payments can be agreed on between the parties, within the limit of 30% of the total volume of the fee.

## **ARTICLE 4 – INTELLECTUAL PROPERTY RIGHTS**

4.1 The Service Provider waives any moral rights over the deliverables, inter alia the right to claim authorship of the deliverables.

4.2 Any intellectual property rights of the Service Provider over methods, knowledge and information which are in existence at the date of the conclusion of the service provider contract and which are comprised in or necessary for or arising from the performance of the service provider contract shall remain the property of the Service Provider. However, in consideration of the fees payable pursuant to the service provider contract the Service Provider hereby grants the Council a non-exclusive and free licence without any temporal or geographical limitations for the use of such methods, knowledge and information.

4.3 If the deliverable expected results in the provision of a training session, and provided the training materials are not the property of the Council of Europe, the Service Provider grants the participants in the training a non-exclusive licence without any temporal and geographical limitation for their own professional use of the training materials made available by the trainer.

## **ARTICLE 5 – WARRANTIES**

5.1 The Service Provider guarantees that the deliverables conform to the highest academic standards.

5.2 If the Service Provider is a legal entity, it guarantees that the services will be provided by qualified personnel who possess the required expertise and experience as described in the technical specifications.

## **ARTICLE 6 – LIQUIDATED DAMAGES**

6.1 Where the provision of services is delayed, the Service Provider 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) calendar 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 Service Provider shall be deducted from the overall fees and payments provided for in the contract. The Council may claim the liquidated damages until the final payment is made.

6.2 The provisions of Paragraph 1 shall neither prevent the Council 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 Service Provider's statutory right to prove that the actual damage the Council suffered was substantially less.

6.3 The foregoing provisions shall not prejudice the right of the Council to terminate the Contract in conformity with the provisions of the general conditions.

## **ARTICLE 7 – REPRESENTATIVE OF THE SERVICE PROVIDER**

7.1 By completing Article 2.2 of the Act of Engagement, the Service Providers shall designate one or several physical persons entitled to represent them, for the execution of the

framework agreement. This or these representatives are considered entitled to commit the Service Providers and to take the necessary decisions on their behalf.

7.2 The Service Providers shall inform the Council of Europe without any delay of any change regarding its representative or its contact details.

## **ARTICLE 8 – MISCELLANEOUS**

8.1 The agreement shall constitute the entire legal relationship between the parties. The terms and conditions of the Service provider do not form part of the Contract.

8.2 Should a clause of this agreement be or become invalid the remainder of the agreement shall remain in force. The invalid clause shall be replaced by a valid clause coming closest to achieving the purpose and meaning of the invalid clause.

8.3 If this agreement contains any gaps or ambiguities, it is to be interpreted in the light of its object and purpose.

\* \* \*

## **APPENDIX I – MODEL INVOICE**

## **APPENDIX II – MODEL FOR SUBSEQUENT CALL-OFFS**



**APPENDIX II: MODEL FOR SUBSEQUENT CALL-OFFS**

**Call-off under the Framework Agreement for Consultancy services 2014/AO/39**

Date:.....

Name of the Consultant:.....

1. Description of deliverables to be provided, deadline and corresponding fees

Detailed description of deliverables	Deadline for execution of the deliverable	Deadline for submission of the narrative report	Fees (€)

On behalf of the Council

Name

Strasbourg, ... 201...

**To be returned, dated and signed by the Consultant, to [EMAIL].**

**I, the undersigned, accept to provide the above listed deliverables, within the deadline indicated above and in the conditions laid down in the framework agreement for Consultancy services on Human Rights and Minority Protection (Assistance to support selected municipalities in grant application and implementation):**

**Date:**

**Signature of the Consultant:**

# ACT OF ENGAGEMENT

## ARTICLE 1 – OBJECT OF THE TENDERING PROCEDURE AND THE ENGAGEMENT

This tendering procedure is an international public call for tender. It aims at concluding a framework agreement with several service providers with a view to establishing the terms of the subsequent call-offs for the provision of services of consultancy on Human Rights and Minority Protection (Assistance to support selected municipalities in grant application and implementation), in the framework of the Joint EU/CoE Project “Promoting Human Rights and Minority Protection in South East Europe”.

## ARTICLE 2 – ENGAGEMENT OF THE SIGNATORY

### 2.1 Details and engagement of the signatory

*The signatory shall tick all the boxes.*

#### Having taken note of the framework agreement, namely:

- General Conditions – Intellectual services
- Special Conditions – 2014/AO/XX Services of consultancy and assistance to support selected municipalities in grant applications and implementation, in the framework of the Joint EU/CoE Project “Promoting Human Rights and Minority Protection in South East Europe;
- Technical Specifications – 2014/AO/XX Services of consultancy and assistance to support selected municipalities in grant applications and implementation, in the framework of the Joint EU/CoE Project “Promoting Human Rights and Minority Protection in South East Europe.

#### and in accordance with their provisions, the signatory :

*The signatory shall tick the relevant box and complete the relevant paragraph as indicated.*

**commits, on the basis of its bid, in its own name and on its own account;**

*The signatory indicates shall its full name, address, phone and fax numbers, and email.*

.....  
.....  
.....  
.....  
.....

**commits the company on the basis of its bid;**

*The signatory shall indicate the business name of the company, the address of its seat, its email, phone and fax number, VAT number, and registration number.*

.....  
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.....

**commits all the members of the consortium, on the basis the bid of the consortium ;**

*The signatory shall indicate the business names of all the consortium members, the addresses of their respective seats, their respective emails, phone and fax numbers, VAT numbers, and registration numbers.*

.....  
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**to respect all the provisions of the framework agreement.**

**2.2 Communication between the parties**

*The signatory shall complete the following paragraph(s).*

**The representative of the service provider is:**

*The signatory shall designate, for the whole duration of the framework agreement, its representative within the meaning of article 7 of the Special Conditions. If the Service Provider is a natural person, he/she will be considered as representing him or herself, unless otherwise specified below.*

.....  
.....  
.....  
.....

**The contact details of the representative are:**

*The signatory shall indicate the means of communication to be used for dispatching of the documents of subsequent call-offs (if different from contract details indicated under Article 2.1)*

Email:.....  
Address:.....  
Phone:.....  
.....

**ARTICLE 3 – BANKING DETAILS:**

*The signatory shall complete the following paragraphs.*

(Business) Name :.....  
Address: .....  
Bank details :.....  
.....  
.....

## **ARTICLE 4 – DURATION OF THE FRAMEWORK AGREEMENT**

The framework agreement is concluded until 30 April 2016, as from the date indicated at Article 8.

## **ARTICLE 5 – PERIOD OF VALIDITY OF THE BIDS**

The Signatory agrees with the validity of the bids as specified in Article 4 of the Tender Rules.

## **ARTICLE 6 – SIGNATURE OF THE BID BY THE SIGNATORY**

<b>Name, function of the Signatory (*)</b>	<b>Date and place of signature</b>	<b>Signature</b>

(\*) The signatory shall be entitled to represent the person / company / consortium concerned.

## **ARTICLE 7 – BUYING ENTITY**

### **7.1 Details**

#### **Council of Europe**

Represented by its Secretary General  
Avenue de l'Europe  
67075 STRASBOURG Cedex

### **7.2 Name, Surname and Function of the person entitled to sign the framework agreement on behalf of the Secretary General**

Sarah Keating, Head, Unit for Regional & Bilateral Co-operation - South East Europe and Turkey

DG II - Directorate of Democratic Citizenship & Participation

### **7.3 Person entitled to provide further information to potential bidders**

**Emir Adzovic**

Project Coordinator / Team Leader

Promoting Human Rights and Minority Protection in South East Europe, Council of Europe Office in Belgrade

Blue center, block 26, building B

3 Spanskih boraca st.

11 070 Belgrade

Serbia

**ARTICLE 8 - DECISION OF THE COUNCIL OF EUROPE**

This bid is accepted by the Council of Europe, by decision of the Tenders Board dated .....

**For the Secretary General of the Council of Europe**

In ....., on .....

*Name:*.....

*Surname:*.....

## APPENDIX TABLES OF FEES

Please indicate the estimated maximum fee for each deliverable.

For more details on the deliverables expected, please refer to the technical specifications.

<b>TABLE OF WRITTEN DELIVERABLES</b>	
<b>DELIVERABLE</b>	<b>ESTIMATED MAXIMUM FEE (in Euros)</b>
<b>1.1 REPORT (in English) 10 - 15 pages.</b> Deadline on 30 October 2014.	
<b>1.2 MATERIALS (in English) 3-5 pages.</b> Deadline on 30 October 2014.	
<b>2.1 REPORT ON PROJECT DEVELOPMENTS (in English) 3-5 pages</b> Deadline on 30 November 2014.	
<b>2.2 REPORT (in English) 20-30 pages</b> Deadline on 30 November 2014.	
<b>2.3 REPORT ON UNDERTAKEN ACTIVITIES (in English) 5-10 pages</b> Deadline on 15 December 2015.	
<b>2.4 REPORT ON ACTIVITIES (in English) 3-5 pages</b> Deadline on 15 December 2015.	
<b>3.1 REPORT (in English) 10-15 pages</b> Deadline on 30 May 2016.	

Please indicate the estimated maximum fee for each deliverable.

For more details on the deliverables expected, please refer to the technical specifications.

<b>TABLE OF DELIVERABLES REQUIRING TRAVEL</b> (Travel costs shall be included, in accordance with art. 3.1 of the special conditions)	
<b>DELIVERABLES</b>	<b>ESTIMATED MAXIMUM FEE (in Euros)</b>
<b>1.2 + 2.3 VISIT FEE (PER DAY)</b>	
<b>2.1 MEETING FEE (PER DAY):</b>	
<b>2.4 SEMINAR FEE (PER DAY):</b> (incl. Powerpoint presentation 15-20 slides).	

## Questions/Answers

### TENDER NOTICE 2014/AO/39

for the provision of services of consultancy on human rights and minority protection (assistance to support selected municipalities in grant applications and implementation )

#### APPLICATION FORM LOOKS VERY COMPLICATED. HOW DO I KNOW THAT I FULFIL ALL THE REQUIREMENTS?

1. Please read the whole document.
2. Go back to the Expected deliverables (page 5) and decide which deliverables you consider relevant to your expertise.
3. After the selections of deliverable/es you can bid for (can do), go to the page 30-31 and give your estimated maximum fee (in Euros) for deliverable (the bid).

For example: you chose deliverable **2.3. Coaching and support, monitoring of the project implementation. 5-10 pages report (in English) on undertaken activities; 8 days (2 days x 4 visits)**. Indicate in the table (page 30) under the point 2.3 what is your maximum fee in Euros for writing 5-10 pages report and what is your estimated maximum fee in Euros for 2 days x 4 visit to municipality (page 31).

4. Fill in the Act of engagement paper with your personal details.

#### HOW MANY DELIVERABLES CAN I CHOOSE?

You can choose one or more deliverables. Also, if you feel confident, you can place your bid for all deliverables.

#### IF I CHOSE TO FORWARD BID FOR 2.3 (DELIVERABLE FOR TRAINING AND CAPACITY BUILDING SEMINAR) SHOULD I PAY LUNCH FOR ALL PARTICIPANTS, RENT A CONFERENCE ROOM AND PAY ALL TECHNICAL EQUIPMENT?

Your bid is only valid for the expert/intellectual services provided. All logistical services (room, coffee, meals) are prepared by other parties.

#### IF I HAVE TO TRAVEL TO MUNICIPALITIES HOW CAN I CALCULATE MY TRAVEL COSTS WITHOUT KNOWING WHICH MUNICIPALITIES WILL BE SELECTED?

Your calculations should take into account the average distances between the place where you live and the most remote municipality in the beneficiary.

**IS THERE ANY LIMIT FOR THE FEES?**

No, there is no any limit. However, it is in your interest that the fees are rational and in accordance with the assignment.

**CAN A CONSULTANT WORK WITH MORE THAN ONE MUNICIPALITY?**

It can happen, considering the expertise and the knowledge of the expert. This will be decided upon an agreement between CoE Secretariat and the consultant.

**MY ENGLISH IS NOT PERFECT. CAN I PROVIDE SERVICE OF CONSULTANCY?**

We encourage you to apply. The working language during the implementation of the project in the field will be the language of the beneficiary. You will use English only while reporting to the CoE Secretariat.

**I DO NOT HAVE UNIVERSITY DEGREE IN SOCIAL SCIENCES BUT I HAVE A LOT PROFESSIONAL EXPERIENCE IN MINORITY PROTECTION AND FULFILL ALL OTHER CRITERIA?**

Applicants who satisfy the proposed criteria will have an advantage but we encourage you to apply and will consider your application in cases where no other bids are made.